

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 of 72
2. Contract No.		3. Solicitation No. DAAE07-03-R-S110		4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM AMSTA-AQ-ATBC WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time _____ (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name ELOIS WASHINGTON E-mail address: WASHINGE@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586) 574-8470
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)			17. Signature
15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7) Code		25. Payment Will Be Made By Code	
SCD PAS ADP PT		27. United States Of America _____ (Signature of Contracting Officer)	
26. Name of Contracting Officer (Type or Print)		28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY - FIRM FIXED PRICE CONTRACT SOLICITATION

- a. REQUIREMENTS. The U.S. Army Tank-automotive and Armaments Command (TACOM) is soliciting offers to supply the following:
 Quantity: 36 each with 100% Option
 Item Name: Engineer Mission Module (EMM) Water Distributor
 Description: The Water Distributor is a unit compatible with the Tactical Fire Fighting Truck (TFFT), HEMTT LHS Trucks and PLS Trailers. The Water Distributor shall have a capacity of 1750 gallons minimum, 2000-gallons desired. The Water Distributor will be used to resupply the Tactical Fire Fighting Truck.
- b. UNIQUE ASPECTS OF THIS SOLICITATION:

 (1) The Water will be acquired on a 100% small Business Set-Aside basis, utilizing source selection tradeoff procedures to obtain the best value for the Government.

 (2) Other significant aspects or features of the solicitation:
 Sections L and M, Selection Criteria.
- c. NOTICE REGARDING FILL-INS:

 Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete the fill-ins, your offer may be determined ineligible for award. So please be careful to read and complete each such clause and provision.
- d. NOTICE REGARDING CAGE CODE:

 DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here:_____.
- e. OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION:

 (1) Required Copies in Response to this solicitation:

 You must return one signed original of your offer, completed and properly executed, by the time and date shown in block 9 of the standard Form 33 (SF 33).

 Your proposal should consist of all five Volumes, (Vol.1)Certifications/Representations, (Vol.II) Technical Area Proposal, (Vol.III) Past Performance Proposal, (Vol.IV) Price/Cost Area Proposal, and (Vol. V) Small Business Participation Proposal, as stated in section L.18(c).

 (2) Set-Aside Information:

 Solicitation is restricted to Small Businesses

 (3) Acknowledgement of Amendments:

 Please acknowledge any amendment(s) to this solicitation in the space provided in block 14 of the SF 33. Include the number and date of each amendment.

 (4) Question/Problem Resolution:

 Routine questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF 33. If you have more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions in Section L: NOTICE OF TACOM OMBUDSPERSON, AND HQ AMC-LEVEL PROTEST PROGRAM.
- g. INCONSISTENCIES BETWEEN THE EXECUTIVE SUMMARY AND THE SOLICITATION:

 This executive summary has been prepared as an aid to you, the offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer unidentified in Block 10 of the SF 33.
- h. NOTICE REGARDING EVALUATION CRITERIA

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Name of Offeror or Contractor:

This Request for proposal (RFP) is issued pursuant to FAR Part 15.3 "Source Selection". As stated in Section M.13 Evaluation Criteria of this RFP, the award of one contract for the Water Distributor shall be made to that offeror whose proposal is most advantageous and represents the best overall value to the Government, based on the following evaluation criteria:

a. Proposals will be evaluated in four (4) evaluation Areas, as follows:

- (1) Technical
- (2) Price
- (3) Past Performance
- (4) Small Business Utilization

b. The Areas of Technical and Price are approximately equal in importance and are significantly more important, on an individual basis, than the Area of Past Performance. The Area of Past Performance is more important than the Area of Small Business Utilization. Non-price areas when combined are slightly more important than price. Offerors are cautioned to read Section L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS carefully, to ensure that any proposal submitted in response hereto includes the information required by the RFP.

i. NOTICE REGARDING SUBMITTING PROPOSAL ELECTRONICALLY

When transmitting your proposal electronically the offeror is responsible for submitting proposals, and any modifications or revisions, so as to ensure that all parts of the proposal are received at the designated electronic mailbox before the designated time. If the entire proposal is not received in completely before the designated time it will be considered a late proposal.

*** END OF NARRATIVE A 001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	TACOM	DISCLOSURE OF UNIT PRICE INFORMATION	DEC/2002

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of Notice]

A-2	52.204-4016	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001
	(TACOM)		

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional

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Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-3	52.204-4232	PUBLIC ACTIVITY INVOLVEMENT	DEC/2002
	(TACOM)		

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

[End of Notice]

A-4	52.214-4003	ALL OR NONE	MAR/1998
	(TACOM)		

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

A-5	52.215-4854	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS	JUL/2002
	(TACOM)	SOLICITATION/REQUEST	

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u>		EA	\$ _____	\$ _____
	PRODUCTION QUANTITY 36 EA				
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u>				
	(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE				
	(SHIP-TO) WILL BE FURNISHED PRIOR				
	TO THE SCHEDULED DELIVERY DATE FOR				
	ITEMS REQUIRED UNDER THIS				
	REQUISITION.				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SECURITY CLASS: Unclassified				
0002AA	<div>Option Quantity</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 36 UNDEFINITIZED</div> <div>FOB POINT: Origin</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div> <div>(SHIP-TO) WILL BE FURNISHED PRIOR</div> <div>TO THE SCHEDULED DELIVERY DATE FOR</div> <div>ITEMS REQUIRED UNDER THIS</div> <div>REQUISITION.</div>	36	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	SECURITY CLASS: Unclassified				
0003AA	<u>PVT TEST SUPPORT (C.3.8.7)</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SECURITY CLASS: Unclassified				
0004AA	<u>SUPPORT FOR FOLLOW-ON PRODUCTION TEST (FPT)</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				\$ _____

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within -1- days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000
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(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

SECTION C
XM9 WATER DISTRIBUTOR
DESCRIPTION/SPECIFICATION INDEX

- C.1 General
- C.2 System/Project Management
- C.3 Product Assurance and Test
- C.4 Configuration Management Requirements
- C.5 Integrated Logistics Support
- C.6 Transportability
- C.7 Manpower and Personnel Integration (MANPRINT)
- C.8 System Safety
- C.9 Radioactive Material
- C.10 Health Hazard Assessment
- C.11 Environmental
- C.12 Contractor Technical Assistance
- C.13 Data Management

SECTION C
DESCRIPTION/SPECIFICATION

C.1 GENERAL

C.1.1 Description. The Engineer Mission Module Fire Fighting Water Distributor is a unit compatible with the Tactical Fire Fighting Truck (TFFT), HEMTT LHS Trucks and PLS Trailers. The Water Distributor shall have a capacity of 1750 gallons minimum, 2000-gallons desired. The Water Distributor will be used to resupply the Tactical Fire Fighting Truck.

C.1.2 Objectives. The contractor shall produce and deliver Water Distributors in accordance with this statement of work and the purchase description ATPD 2334, dated 11 April 2003. The model number and National Stock Number (NSN) for the Water Distributor is as follows: (1750-gallon) XM9; NSN 3990-01-478-4056.

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C.1.3 Logistics support package. The contractor shall prepare a logistics support package to support the Water Distributor. The logistics support package shall include provisioning data, support parts, Training Manuals, operator training and maintainer training.

C.2 SYSTEM/PROJECT MANAGEMENT

C.2.1 System Responsibility. The contractor shall have complete responsibility for the Water Distributor. The contractor is encouraged to use commercial products, processes, and practices.

C.2.2 Integrated Product Teams and Integrated Product Team Meetings. Integrated Product Teams (IPTs) shall be used in the manufacture, test, refurbishment, and management phases of this program. These IPTs shall include government and subcontractor participation. The IPT will be used as a forum for program reviews, design reviews, resolution of issues, and other contract related items. The contractor shall be responsible for taking minutes of the IPT meetings. (DIADMN-81250A, CDRL A001). The first IPT meeting shall serve as a start of work meeting and shall be held at the contractors facility NLT 30 days after contract award. Subsequent IPT meetings shall be held when appropriate. IPT meetings shall be held at the contractors or subcontractors facilities. IPT meetings will be held every four (4) months or when deemed necessary by the Government. Conference calls/video conferences may suffice for IPT meetings, when appropriate. The contractor shall notify the Government (the Water Distributor System Acquisition Manager, PM-HTV) at least 10 working days before the IPT meeting to allow for travel time.

C.3 PRODUCT ASSURANCE AND TEST

C.3.1 Quality System Management. The contractor shall maintain a Quality System that conforms to the ISO 9001 Series or an equivalent commercial or contractor system. The system shall be capable of monitoring and controlling key processes, detecting and reporting product variation, implementing corrective actions, and providing continuous process improvement. The contractor shall assure that the end item can perform its operational functions successfully without degradation of the Water Distributor or the transporter platform mating connections of the HEMTT-LHS. This system shall be in place within 30 days after contract award (DAC). All certification data and Quality System Reports shall be made available upon government request.

C.3.2 Final Inspection Record (FIR).

C.3.2.1 Final Inspection Record (FIR). At least 15 days prior to First Production Unit Inspection (FPUI), the Contractor shall develop and submit a FIR for government approval in accordance with DI-NDTI-80809A, Test and Inspection Report (CDRL A002). The FIR shall be updated and maintained to reflect current configuration changes including Government requested configuration changes for the duration of the contract. Each update shall require the review and concurrence by the on-site Government representative. Contractor format is acceptable.

C.3.2.2 Final Acceptance Shipping Criteria. Final acceptance criteria for shipment shall be developed, implemented and recorded, to insure proper configuration, critical dimensions and all functional operations. If railcars are used, the contractor shall insure that the following critical interfaces are met:

- (1) Bail Bar Location
- (2) Locking Plate Location
- (3) Rail Transport Pin Holes, size/location
- (4) Main Rail Spacing (side to side)
- (5) Flatness (no twist in frame)
- (6) Overall Dimensions

C.3.2.3 Final Inspection. The contractor shall utilize the FIR to inspect each unit produced under this contract. The deficiencies detected during the inspection process shall be described in writing on the FIR deficiency sheet and corrected by the contractor prior to offering the unit to the Government for acceptance.

C.3.3 Welding Requirements.

C.3.3.1 Welding Procedures. The contractor shall perform all welding required under this contract in accordance with the requirements of the American Welding Society (AWS) (or a commercial equivalent can be offered for review and approval). The Quality Assurance Representative (QAR) shall verify all welding. If any weld fails to pass inspection, it shall be considered prima facie evidence that all weldments produced, subsequent to the last inspection, have similar defects unless evidence to the contrary can be furnished.

C.3.3.2 Welder Qualification. The contractor shall provide certification IAW American Welding Society. All welder/welding equipment shall have passed qualification tests as prescribed by the following specifications, as applicable:

- (1) AWS D1 .1 Structural Welding Code for Steel
- (2) AWS D1 .2 Structural Welding Code for Aluminum
- (3) AWS D1 .3 Structural Welding Code for Sheet Metal

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- (4) AWS D14.3 Specification for Welding Earthmoving and Construction Equipment.
and/or
(5) ASME Sec. VIII, Div. 1

C.3.3.3 RESERVED.

C.3.3.4 Certification Requirements. Certification by the contractor for those items identified in Section 4 of the performance specification shall include the documentation reviewed and a statement of the depth of the examination and results. If the documentation being reviewed cannot be certified, the report shall so state and list the reasons; i.e., deficiencies, conflicting data and other applicable items. All certifications shall be available for review by Government personnel at the time of FPUI. In the event that particular certifications are not acceptable to the Government, the Contractor shall conduct additional examinations / tests or provide additional documentation as required to verify that particular certification at no cost to the Government.

The contractor shall provide a new or updated certification whenever a change is made in the:

- (1) Process used to produce a certified product.
- (2) Legal requirement for a standard of a certified product.
- (3) Supplier of a certified product.
- (4) Event of a new contract/rebuy.

C.3.3.4.1 Material Certification. When a material certification is required, it shall include a copy of the material analysis and a statement of certification. All material purchased shall include a copy of the purchase order for review.

C.3.3.4.2 Test Certification. When a test certification is required, it shall include the following information as substantiation:

- (1) Drawing number.
- (2) Specification title, number and edition.
- (3) Grade or type for which the product was tested.
- (4) Number of specimens tested.
- (5) Requirements and actual results obtained.
- (6) Purchase orders for subcontracted products.
- (7) Statement of Certification

NOTE: Subcontracting does not relieve the contractor of providing the above information as part of the certification.

C.3.3.4.3 Compliance Certification. When a compliance certification is required, it shall be provided, to the specific contract requirements, with a statement indicating that the contractor complies.

C.3.4 Treatment and Painting. Prior to production fabrication, the contractor shall document the procedures that will be used for the pretreatment of metal (s), primer coat application, and final topcoat surface application. These procedures shall be made available to the Government upon request. The topcoat color shall be 383 green for all Water Distributors produced under this contract unless otherwise directed by the PCO.

C.3.4.1 Corrosion Protection Procedures. Prior to production fabrication, the contractor shall document the procedures that will be used to meet the corrosion prevention requirements to describe the corrosion prevention and control measures to be implemented for the purpose of controlling corrosion. The contractors corrosion prevention plan shall be designed to meet the specific design, performance, and operational requirements contained in the performance specification and contractors technical proposal. These procedures shall be made available to the Government for review upon request.

C.3.5 End-Item Paint Inspection. After the complete paint finish has been applied and cured, the Contractor shall test and inspect workmanship of the total paint film thickness and paint adhesion. The Contractor shall perform a paint adhesion scribe test to determine if the topcoat has properly adhered to the surface primer. Scribe test methods to assure adequate paint adhesion are to follow the methods prescribed by the applicable paint-coating manufacturer.

C.3.6 Inspection Equipment. Except as otherwise expressly provided for under this contract, the contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to assure that end items and components conform to contract requirements. All necessary inspection equipment shall be available for use on or before the start of production. Upon request, the contractor shall make inspection equipment available to the Government Inspector for end item or components inspection. Upon completion of the inspection by the Government Inspector, all inspection equipment will be returned to the Contractor.

C.3.7 First Article Test (FAT). FAT will consist of First Production Unit Inspection (FPUI), Production Verification Testing (PVT), and Initial Operational Test and Evaluation (IOT&E). The final configuration baseline will be established upon successful completion of FAT. Full-scale production acceptance will commence upon successful completion of FUI/PVT/IOT&E.

C.3.7.1 Quality Conformance Inspection. The Water Distributor shall undergo a complete final inspection by the contractor. As a

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minimum, inspections shall include those examinations/tests referenced in Table I of ATPD 2334. The purpose of the final inspection is to verify conformance of the produced end items to the contract requirement specification. The Quality Conformance Inspection shall be documented using a contractor-prepared and Government-approved Final Inspection Record (FIR).

C.3.8 First Production Unit Inspection (FPUI).

C.3.8.1 Selection. One each Water Distributor will be randomly selected by the Government and shall be inspected by the contractor in accordance with the provisions contained in Table I of ATPD 2334 of the Purchase Description. At least 20 calendar days prior to the inspection, the Contractor shall furnish written notice to the ACO/PCO/COR of the date, time and location of the inspection. All records of inspections, tests, drawings, Qualified Product List (QPL) documentation, specifications, certifications (material, welding, etc.) and packaging preservation sample(s), shall be available upon Government request. Contractor format for inspection recording is acceptable.

C.3.8.2 Agenda. An inspection agenda shall be developed by the contractor and Government during Integrated Product Team (IPT) activities. During the FPUI inspection, the contractor shall validate the Final Inspection Record (FIR).

C.3.8.3 Disapproval. If the inspection is disapproved, the contractor may be required, at the option of the Government and at no additional cost, to repeat any or all of the inspection . After notification of the additional inspection, the Contractor shall make necessary changes, modifications, or repairs to all Water Distributors produced under this contract. The Government has the option to select another Water Distributor in lieu of the original unit.

C.3.8.4 Deficiencies. After completion of the inspection, any deficiencies identified shall, at the contractor's expense, be corrected on all Water Distributors produced under this contract prior to final approval of the inspection.

C.3.8.5 Quality Records. All records of inspections, examinations, certifications, tests, supplier audits, and purchase orders shall be retained by the contractor for a period of 4 years after contract close out. These records shall be made available to the Government upon request. In addition, where product or process deficiencies have occurred, the contractors records shall provide documentation that fully describes the root cause of deficiencies and corrective actions.

C.3.8.6 Retest Costs. In the event of test failure, the contractor shall be responsible for all cost associated with retest of the unit. If only a portion of the test has to be repeated, the contractor shall only be charged for that portion.

C.3.8.7 Contractor Test Support. The contractor shall be responsible for furnishing repair parts and technical support at the Government test sites at no additional cost to the Government during PVT and Follow-On Production Test (FPT). Contractor test support shall include technical representation as reured at the test sites as required during the test period. The Government will provide storage for contractor-furnished repair parts at the test sites.

C.3.9 Production Verification Test (PVT)

C.3.9.1 Selection. Upon successful completion of FPUI, two Water Distributors (Government selected) shall be shipped by the contractor to the Government test site for PVT. The PVT shall be conducted in accordance with table 1 of the performance specification for the Water Distributor.

C.3.9.2 Transportation. All transportation arrangements and costs necessary to ship test articles to and from the PVT site shall be the responsibility of the contractor.

C.3.9.3 Refurbishment of Test Articles. At the conclusion of PVT, the contractor shall correct all technical deficiencies at no additional cost to the Government to assure that all test articles are fully functional prior to start of IOT&E. The contractor shall also present to the IPT any improvements to the Water Distributor that are considered beneficial and should be incorporated for evaluation during IOT&E. The IPT will determine if improvements should be incorporated and present the findings to the PCO for appropriate action. If the test articles must be returned to the contractors (or another) facility for refurbishment, all transportation arrangements and costs will be the responsibility of the contractor.

C.3.10 Initial Operational Test and Evaluation (IOT&E). At the conclusion of PVT, two (2) each Water Distributors will take part in the IOT&E at Ft. Huachuca, Arizona along with the Tactical Fire Fighting Truck. All transportation costs associated with shipping the unit from the PVT site (Aberdeen Proving Ground, Maryland) to the IOT&E site will be the responsibility of the contractor. The Contractor is required to conduct a 16-hour Operator course and a 16-hour Maintenance course for up to 12 students. Training materials will consist of: Draft Technical Manuals, Instructor Guides, Student Guides and digital multimedia to support each class.

C.3.11 Follow-On Production Test (FPT). At the discretion of the Government, two units may be selected at random during Full-scale production for testing to the criteria IAW ATPD 2334, Table 1. The contractor is responsible for all shipping costs and supporting testing related to PVT/ FPT.

C.3.12 Test Failures. In the event of failures during FPUI, PVT, IOT&E or FPT, the Government reserves the right to retest the Water Distributor. Retesting will commence after correction by the contractor of any defects. All retest costs, including but not limited to

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Government test site charges, travel expenses and daily per diem, incurred by Government personnel, shall be borne by the contractor. The contractor shall bear responsibility for any schedule delays and all costs in the test program resulting from any unit defect or failure and for failure to adequately supply technical and parts support. The Government shall have the right to extend the test program accordingly for each contractor induced delay.

C.3.12.1 Test Incident Reports (TIRs). During PVT, IOT&E and FPT, the tester will generate Test Incident Reports (TIRs). The contractor shall be responsible for accessing computer databases for all TIR data during Government testing. The contractor shall respond to TIRs as directed below with a Failure Analysis and Corrective Action Report (FACAR) (DI-RELI-81315(T), CDRL A003). The response shall be submitted in an electronic format that is compatible with the Army Test Incident Reporting System (ATIRS). Should a final response not be available within the designated time, an interim response is required for submittal. Submittal requirements are based on the TIR release date and are expressed in calendar days. The contractor shall coordinate with the TACOM Product Quality Manager for access to TIR databases for the purpose of TIR retrieval.

C.3.12.2 Failure Analysis and Corrective Action Responses (FACARs). The contractor shall provide FACARs within the specified time frames (DI-RELI-81315(T), CDRL A003). Responses are required as follows:

- a. Critical Defect - 72 hours after release date or revision date.
- b. Major Defect - 15 days after release date or revision date.
- c. Minor Defect - 30 days after release date or revision date.
- d. Informational - 30 days if requested by the Government.

NOTE: Maintenance deferred TIRs will be initially classified as "Informational". Once maintenance is performed, the incident class will be changed as necessary and the appropriate response time shall apply. Failure of the contractor to provide an interim or final FACAR within the required times shall be cause for the reduction or suspension of progress payments and/or suspension of product acceptance.

C.3.13 Quality Deficiency Reports (QDR) - Field Generated. The contractor shall investigate and provide root cause failure analysis and corrective action for all QDRs, generated on Standard Form 368 (existing form or electronic) against products or supplies produced under this contract, at no additional cost to the Government. Upon request of the QDR exhibit, the Government will be responsible for all costs associated with shipping the QDR exhibit to their designated location. The contractor shall provide replacement parts for all components determined to be deficient attributable to workmanship/product nonconformance. Production/field corrective actions shall be accomplished at no additional cost to the Government. Corrective actions requiring configuration changes shall follow the configuration requirements as specified in paragraph C.4.

C.3.13.1 A final written response shall be submitted per DI-RELI-81315(T), CDRL A004. If a final response is not ready for submittal, the contractor shall submit an interim response detailing the status of the investigation. The response should report on the actions taken, root cause, corrective action, and contractor's position with respect to repair or replacement parts.

C.4 CONFIGURATION MANAGEMENT REQUIREMENTS

C.4.1 Configuration Management. The contractor shall maintain primary configuration control of the Water Distributor and shall implement configuration control methods and procedures that maintain the integrity of the unit to assure that the form, fit and function characteristics of the Water Distributor mates securely with the transporting vehicle platform (HEMTT/LHS or PLS). When configuration changes are made, the contractor shall notify the Government PCO prior to change(s).

C.4.2 Configuration Status Accounting Report Information. The contractor shall provide a Configuration Status Accounting Report in accordance with DI-CMAN-81253A, CDRL A005.

C.4.3 Product Configuration Baseline. Following First Article Acceptance Approval, the PCO will notify the contractor in writing that the Product Configuration Baseline has been established. Except as provided herein, all systems delivered under this contract shall be identical in configuration to the final approved First Article configuration of the system.

C.4.4 Functional Configuration Baseline. The contractor shall prepare a Bill of Material (BOM) in contractor format. The BOM shall accurately reflect the as-built condition and shall be submitted concurrently with the First Production Unit Inspection (FPUI) item delivery. Changes made during FPUI will require the contractor to update and resubmit the BOM prior to FPUI approval. Upon approval of the FPUI, the BOM shall constitute the approved Product Configuration Identification (PCI) for the item. The contractor shall keep records of all changes which impact the PCI prior to First Article Approval (FAA). The records shall include at a minimum the following information: contractor-supplied unique control numbers, date of submission, complete technical description of change, reason for change, systems affected by the change, list of components removed/reused and/or new components and contractor primary point of contact for Configuration Management. Upon request, contractor records shall be made available for Government review. Any item changes made during PVT will require the contractor to update and resubmit the BOM to Full Production.

C.4.4.1 The Government will not be responsible for any additional costs to vehicles or software associated with any changes submitted by the contractor under this section, nor will the Government be liable for costs incurred by the contractor due to delay in contract performance which may result from any change submission unless the parties agree otherwise.

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C.4.5 Approval of Engineering Changes. Government approval of changes following acceptance of the Product Configuration Baseline shall not be construed as relieving the contractor from its responsibility to furnish all items in conformance with contract requirements, including full responsibility for failure in operation of equipment which resulted from changes previously approved by the Government. The Government reserves the right to require the contractor to perform additional tests, to be determined by the Government, at no cost to the Government, up to and including a complete First Article Test (FAT), prior to acceptance of any change. The Government also reserves the right to disapprove any change where Government review shows the changes would have an adverse affect.

C.4.6 Configuration Changes. Changes to the Product Configuration Baseline shall only be incorporated in accordance with (IAW) the requirements of this section. The contractor shall propose changes to the established configuration baseline via the submission of Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), and Request for Deviations (RFDs). The contractor shall implement positive configuration control methods and procedures that maintain the integrity and history of the established baseline. Sufficient supporting data to evaluate the proposed change, such as drawings, supplemental drawings, sketches, specifications, or manufacturers data sheets, shall be submitted with ECPs, VECPs, and RFDs. If changes result in decreased cost, the Government may, at the sole discretion of the Contracting Officer, require an equitable downward adjustment to the contract price. The contractor shall certify cost impact, and the Government will have the right to conduct post-change audits. If the Government desires a configuration change, the PCO will direct the contractor to submit an ECP.

C.4.7 Engineering Change Proposal (ECP) Definitions. Class I ECP: An Engineering Change Proposal that AFFECTS any of the following: system performance, part interchangeability, cost, maintainability, reliability, safety or delivery schedules. Class II ECP: An Engineering Change Proposal that has NO EFFECT on any of the factors listed above for the Class I ECP definition. Class II changes that impact only ILS will be reviewed by the local DCMC Representative for concurrence in classification and forwarded by the contractor on a monthly basis with the ILS Configuration Control Log (in contractor format) to the appropriate Government ILS Manager for tracking/implementation actions.

C.4.7.1 Class I ECP Changes Contractor Requested. The contractor shall submit copies of proposed Class I ECP changes per DI-CMAN-80639C, CDRL A006 immediately upon determination of a need for such changes. Supporting documentation shall be sufficient to fully understand the Class I ECP. Impact statements for safety, MANPRINT, integrated logistic support, technical manuals, and transportability will be in contractor format. The Government reserves the right to require additional testing and test results for proposed changes. The contractor shall not implement any Class I ECP changes prior to Government approval. Notwithstanding any contractor configuration changes under this provision, the contractor shall not be relieved of its responsibility to conform to the delivery requirements of this contract.

C.4.7.2 Class I ECP Changes - Government Directed. In the event the Government desires a change to the end item configuration, the PCO will request, in writing, a technical/price proposal from the contractor. Copies of ECPs will be submitted per DI-CMAN-80639C, CDRL A006 and forwarded to the PCO within 30 days of the request.

C.4.7.2.1 Technical Data for Government Directed Changes. Where the Government pays for a Class I (ECP) design change under this provision, all efforts expended by the contractor will result in the unlimited right, title and interest of those changes to be vested in the Government.

C.4.7.2.2 Technical Data Format for Government Directed Changes. At the Government's option, the data may be submitted in either contractor format or Government formats. In the event Government format is required, the Government will request a pricing proposal. The cost of said data will be included in the funding provided for in the contract modification.

C.4.8 Value Engineering Change Proposals (VECPs). The contractor shall prepare VECPs in the same manner as Class I ECPs.

C.4.8.1 Class II Changes. The contractor may make Class II changes without Government approval, processing these actions on the contractors Standard Engineering Change Form. Class II changes has no effect on the Form, Fit, and Function of the item. The Government will review this documentation for the proper classification. If the Government determines that a change submitted as a Class II is actually a Class I, the contractor will be notified and shall prepare and submit a Class I ECP within 5 working days for Government review. If the Government rejects the resubmitted Class I ECP, the contractor shall be responsible to retrofit all items produced with the change.

C.4.8.2 Engineering Change Proposal (ECP) Control Numbers. The contractor shall request a block of TACOM ECP Control Numbers by letter to AMSTA-TR-E/PROC/270. TACOM ECP Control Numbers shall consist of the contractor's assigned three alpha character symbol and the applicable assigned TACOM ECP five digit 1 alpha/4 numeric Control Number. Any required revision identifiers will be made per DI-CMAN-80639C, CDRL A006. The contractor shall utilize these numbers on an individual basis as a control identifier for ECPs. Once an ECP Control Number is assigned to the first submission of a change proposal, that number shall be retained for all subsequent submissions of that change proposal. The contractor shall maintain records of where and when each ECP number was used.

C.4.8.3 Engineering Change Inspection and Test. The Government reserves the right to inspect any affected systems or components at contractor expense in order to determine whether changes submitted by ECP should be approved. Any production or delivery delays caused by Government re-inspection will not be considered as excusable delay under the Default clause. In addition, such delays shall not be the basis for an upward adjustment in contract prices or an extension of delivery schedule. The Government reserves the right to conduct

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additional testing at contractor expense if the Government believes any proposed engineering change may have a potential negative impact on the ability of the product to meet the requirements of the performance specification.

C.4.9 Request for Deviation/Definition (RFD). During the performance of the contract, if it becomes necessary to depart from the contractually specified configuration, a request for deviation shall be submitted. The deviation shall be requested by the contractor prior to manufacture and cover a specific number of units or a specific length of time. The contractor shall not produce any of the deviant items until he receives written authorization from the PCO. Under no circumstances shall submission or approval of a request for deviation be the basis for a contract price increase. Request For Deviation (RFD) definition: An RFD is submitted before commencing production and is a one-time request for authorization to deviate from a requirement of the performance specification or contract. (DI-CMAN-80640C, CDRL A007).

C.4.9.1 Format. When considered necessary by the contractor, an RFD shall be submitted per DI-CMAN-80640C, CDRL A007. The contractor shall identify the weapon system affected on each RFD. The weapon system code can be found as a two-character code on the AWARD/CONTRACT cover sheet in the Issued By block following WPN SYS. The contractor shall place this code on the top of the RFD form.

C.4.9.2 Procedures. RFDs affecting safety are not authorized. Submission of recurring deviations is discouraged and shall be minimized. Where it is determined that a change would be permanent, the contractor shall process an ECP.

C.4.10 Effectivity Certification. Changes resulting from Class I ECPs, VECPs and RFDs shall be incorporated into the production line through contract modification. Actual cut-in of these changes shall be at a single END ITEM cut-in point. Each ECP, VECP, RFD shall be applied to the production line at one time in their entirety. The contractor shall maintain the original effectivity point Certification on file.

C.4.11 Electronic Data Delivery for Submittal of Configuration Data. The contractor shall submit ECPs/VECPs/RFDs to the Government electronically. These data submittals shall be in Adobe Acrobat-Pdf file extension. For all electronic files, File Transfer Protocol (FTP) can be used. A test transmission shall be conducted within 30 days of the start of the contract to work out any problems associated with the electronic transfer.

C.5 INTEGRATED LOGISTICS SUPPORT

C.5.1 ILS Program Management. The contractor shall plan, manage, and execute an Integrated Logistics Support (ILS) program for the Water Distributor. The contractor shall be solely responsible for the ILS product development.

C.5.1.1 ILS Program Objectives.

- 1) Analyze the support requirements of the Water Distributor.
- 2) Develop and deliver a logistics support package including: parts provisioning data, Technical Manuals, support parts, and training support.
- 3) Develop a technical manual, which may be based in part on any existing commercial literature, but augmented to meet the requirements of this contract.
- 4) Develop and deliver parts data.

C.5.1.2 ILS Integrated Product Team (IPT). The Government and contractor will jointly manage the ILS program via the IPT process. Three (3) ILS IPT meetings will be held at the contractors facility. The first ILS IPT, led by Government and contractor ILS managers and personnel, shall be held in conjunction with the first program IPT (C.2.2). Subsequent ILS IPT meetings shall be held as appropriate.

C.5.1.3 System Engineering Interface. The contractor shall ensure that a two-way interchange of the latest engineering, design and logistics data occurs between engineering and ILS elements throughout the life of the program.

C.5.1.4 ILS Configuration Baselines. The Water Distributor logistics efforts and deliveries shall be based on a series of configuration baselines. The contractor shall present proposed configuration baselines at the initial ILS IPT. The baselines should be developed to support the key program events (testing and initial fielding).

C.5.1.5 Dedicated ILS Hardware. The contractor shall ensure that dedicated ILS hardware is available for the development of the ILS support package. The ILS support package includes the Water Distributor, spare and repair parts, tools and supplies. The dedicated ILS Water Distributor will be the first produced and will be available to support the technical manual effort. The dedicated ILS hardware will not be a test article during PVT unless another test article is damaged or otherwise unable to complete Test and Acceptance. The dedicated ILS hardware may be used for IOT&E.

C.5.1.6 Logistics Demonstration (Testing the Logistics Support Package). The contractor and the government shall conduct a joint Logistics Demonstration (LD). The LD shall be conducted after submission of a Preliminary Draft Equipment Publication, and completed in

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time for changes to be added to the manual prior to the start of Operational testing. The contractor shall provide skilled operators and mechanics to actually perform the operations, services and maintenance tasks during the LD. The contractor shall provide the facilities to support the LD. These facilities shall include a shop area equipped for lifting operations and all the tools and diagnostic equipment required to perform all operations and maintenance tasks. The contractor shall supply all the preliminary draft technical manuals, consumable supplies, and parts likely to be consumed in performing the LD tasks. The LD shall include contractor performance of all the maintenance tasks. The objectives of the LD are: review the proposed design to improve maintainability (time and ease to perform maintenance), reduce the need for special tools, and improve safety while operating and maintaining the system. A special emphasis will be placed on reducing the time to perform scheduled maintenance. The LD team will document these recommendations in an IPT approved format. The LD team will record and validate critical logistics data, such as time requirements, tools, and level of maintenance, related to the performance of operations, services and maintenance tasks performed as part of the LD. The contractor shall review each recommendation and provide a response at the next system IPR after the completion of the LD. The Government and contractor shall informally decide tasks and sequences.

C.5.1.7 Maintenance Plan. The contractor shall develop a maintenance plan based on the four-level Army maintenance system outlined in AR 750-1. The Contractor shall assign maintenance procedures and provisioning codes based on the maintenance plan. The Contractor shall develop a Level of Repair Analysis (LORA) methodology based upon best commercial practice/predicated on contractor knowledge and experience. The results will form the basis of the Maintenance Allocation Chart (MAC). The contractors LORA processes will be discussed/approved at first contract scope of work ILS meeting.

C.5.2 Logistics Support Package Development, Update and Delivery. The contractor shall develop a logistics support package consisting of parts data, technical manual data, support lists (parts and tools), training package and tester training. The contractor shall update this package to incorporate engineering changes, updated vendor information and to correct errors.

C.5.2.1 Provisioning Program. The contractor shall develop a database that will provide the government with data IAW (Attachment A). The provisioning program creates the Provisioning Master Record (PMR) which is stored on the government database. The data you provide will be added under the PCCN: CHEMTT using the UOC/PCC of XM9. The PMR will contain all data for the assemblies, sub-assemblies, spare parts and kits to include Components of the End Item (COEI), Basic Issue Items (BII), Additional Authorized Items (AAL), and Special Tools required to support the Water Distributor. A drawing shall support each new item being provisioned.

C.5.2.2 Logistics Management Information (LMI) Data Products/Provisioning Parts List (PPL)
(DI- ALSS-81529, & 81530, Attachment A and CDRL A008) For guidance see MIL-STD-13882B, LSA-036 Report.

- a. You shall maintain provisioning data for the Water Distributor using the CHEMTT Provisioning Master Record (PMR). You shall add the unique items under the UOC of XM9 that will include the most recent production configurations, Design Change Notices (DCNs), Engineering Change Proposals (ECPs) and Vendor & Manufacturer parts information changes. You shall prepare and deliver an LMI data product. You may use PPL-LSA-036 Report format for all items during MPP reviews.
- b. You shall identify all items having Essentiality Codes of 1, 5 and 6, mandatory replacement items, Special Tools & Test Equipment at the First MPP Review. This data shall be delivered with the first delivery of LMI Products.
- c. You shall provide with each LMI Data Product the overhaul quantities for each item as follows: Identify the immediate NHA PLISN, The End Item PLISN, its Indicator code and an Overhaul Quantity.

C.5.2.3 Logistics Management Information Summaries/Pre-procurement Screening
(DI-ALSS-81530, & 81529, CDRL A009) For guidance see DI-V-7016F.

- a. You shall conduct pre-procurement screening for all items to be provisioned (i.e., Haystack, Parts Master, DLSC or another Government approved screening database). This screening will be used to select valid part numbers and current unit of measure/issue prices. In addition, the contractor shall provide DLIS with a list of all PLISNs with corresponding cage codes, part numbers and NSNs in Microsoft Word or Excel Format to be used as a pre-procurement screening tool during provisioning conferences. Drawings are required for those items where screening indicates that the item does not have a valid National Stock Number (NSN). Drawings are not required for items accompanied by a copy of pre-procurement screening which indicates the item has a valid National Stock Number (NSN).
- b. You shall provide for each MPP Review the following:
 - (1) Two hard copies of your LMI Data Product. An LSA 036 Report (PPL) format is acceptable.
 - (2) Two sets of drawings for each part listed on the LMI Data Product Report that does not have an NSN.
 - (3) A copy of the DLIS Pre-Procurement Screening that shows either a hit or no-hit for NSNs.
- c. You shall ensure that all submitted LMI Data Products are compatible with our Commodity Command Standard System (CCSS)/Provisioning On Line System (POLS), ADSM-18-LEA-JBE-ZZZ-UM-06. The data shall be capable of being loaded into our PMR without

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any modification to the data. As necessary, we will discuss the various methods by which you can deliver provisioning data.

d. You shall correct rejects within 30 days after we notify you of noted problems. The corrections shall be made formatted IAW Attachment A. Media Format Delivery for LMI Data Products or modem access to the Provisioning On-Line System (POLS). POLS access will be at your expense.

e. You shall maintain and continuously update your Data File with the Provisioning Technical Documentation (PTD) Reports (X40CX6034R) which we provide periodically. These reports will contain Part Number Changes, Failure Factor changes, Source/Maintenance/Recoverability Code, changes and additions and/or deletions throughout the contract.

C.5.2.4 Logistics Management Information Products/Supplementary Provisioning Technical Documentation (SPTD)/Drawings
(DI-ALSS-81529 & 81530, CDRL A010) For Guidance see Supplementary Provisioning Technical Documentation (SPTD) DI-V-7000A.

You shall have available at each MPP Reviews one hard copy SPTD/drawing for each item on the PPL for our review. These drawings shall include a parts list, detail and assembly drawings, interface control data, diagrams, performance characteristics and details of material for each Assembly, Sub-Assembly and Spare Parts kits, special tools, BII or COEI on the Water Distributor

- (a) The drawings shall be in Provisioning List Item Sequence Number (PLISN) sequence.
- (b) After we approve each drawing as being suitable for NSN assignment, the drawing shall be submitted on a CD in Adobe Acrobat. PDF file, or some other software product format that we agree to, 30 days after completion of each MPP Review.
- (c) Text on all drawings shall be in the English Language.
- (d) You shall have all approved vendor Commercial and Government Entity (CAGE) Code typed, stamped or written legibly with an authorized signature and date cited on all drawings.
- (e) Substitutes for drawings, such as commercial catalogs or catalog descriptions, sketches or photographs with brief descriptions or dimensions, material, mechanical, electrical or other descriptive characteristics) do not apply. Your use of such drawing substitutes is permitted only by exception, on a case by case basis, by the responsible Provisioning/Cataloging representative.

C.5.2.5 Special Tools and Test Equipment List (TTEL) (DI-ILSS-80868(T), CDRL-A011)

The contractor shall prepare and deliver a Special Tools and Test Equipment List (TTEL) listing those peculiar support items for the Water Distributor that are not currently listed in the U.S. Army Supply Catalogs. The TTEL List, with drawings shall be identified at the first MPP Review. After government approval of the TTEL, the contractor shall deliver the data concurrently with the first submittal of the LMI Data Product. Updates shall be provided with each subsequent delivery of the LMI Data Products. The contractor may use PPL LSA-036 summary format for all items during MPP reviews.

C.5.2.6 Logistics Management Information Summaries/Design Change Notice
(DI-ALSS-81529 & 81530, CDRL-A012)

The contractor shall submit a Design Change notice (DCN) for those design or part number changes which modify, add, delete or supersede any of the operating, maintenance or repair parts information that has been previously provided. The contractor shall address the following items in the DCN:

Date of Submission
DCN number (contractor Generated)
Description of the change to include the need for the change, the item being affected, the impact on associated items and the effective date of the change
Impact on meeting performance requirements.
Logistic impact including provisioning, manuals, and repair procedures.
Cost to the Government, including savings associated with the change.
Recommendations for retrofit.
Impact on contract and /or program schedules.

C.5.3 Technical Manuals

C.5.3.1 Manual Development and Delivery. The contractor shall utilize the guidance within MIL-STD-38784, MIL-HDBK-1221 and MIL-STD-40051A, as applicable, to develop a single, Supplemented, Commercial-Off-The-Shelf (COTS) Technical Manual (MIL-STD 40051A and MIL-STD-38784, CDRL A013) that details the safe and efficient operation and maintenance of the XM9, 1,750 Gallon Water Distributor. The contents of the manual shall be divided into sections that cover, as a minimum, the requirements of C.5.3.1.1 through C.5.3.1.5. The manual shall be based upon existing commercial information plus any supplemental information necessary to meet the requirements of this contract. Supplemental information shall be standard Army formats per MIL-STD-40051A. Samples will be furnished upon request at any time during the contract period. Technical manual Publishing dates, IDN, PIN and Authentication statements will be provided for insertion before FDEP delivery. Technical manual delivered under this Scope of Work shall be free of any copyright restrictions for printing and

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distribution by the Army. Final delivery media shall be a print-ready, paginated (with blanks), Intelligent, linkable Adobe Acrobat 5.0 PDF (or better) file. The PDF file shall be prepared with Adobe editable fonts to provide for date changes. A matching electronic (Microsoft Excel) running sheet and two-sided paper proof, printed directly from the PDF file shall be included. Final delivery shall also include word processing and graphic files. All electronic files shall be delivered in a CD-ROM. Further clarification shall be provided at Start of Work meeting if needed.

C.5.3.1.1 Operator's Instructions. The operator section of the manual shall provide operating instructions for use by the vehicles crew, which provides complete and technically accurate instructions for the safe and efficient loading, operation, recovery, securing, transporting and deploying of the Water Distributor. The operator instructions shall contain daily, weekly and monthly PMCS for the Water Distributor to include those applicable to the vehicles interface. PMCS will clearly indicate the inspection interval. The criteria for deadlining the vehicle, with instructions, or reference for restoring the vehicle to a mission capable status shall be included. Instructions for lubrication shall be included in the Operators section. Lubrication instructions shall identify all Water Distributor specific lubrication points and types of lubricants required, and the recommended lubrication intervals. The operator instructions shall contain troubleshooting instructions to identify and isolate mechanical faults. Maintenance instructions for operators shall be limited to maintenance that can be accomplished with tools available on the Water Distributor.

C.5.3.1.2 Unit, Direct Support and General Support Level Maintenance Instructions. The maintenance section of the manual shall contain unit level service instructions for the semi-annual and annual PMCS with detailed maintenance paragraphs sufficient to repair the Water Distributor and the vehicles interface components. The PMCS shall clearly indicate the inspection interval. The criteria for deadlining the vehicle, with instructions, or reference for restoring the vehicle to mission capable status shall be included. The maintenance instructions shall be sufficient in detail to accomplish all of the Water Distributors specific maintenance requirements above the operator level. All lubrication instructions above the operator level shall be included in this section. The lubrication instructions shall identify all of the Water Distributors specific lubrication points and types of lubricants required and the recommended lubrication intervals.

C.5.3.1.3 Unit, Direct Support and General Support Level Troubleshooting Instructions. The troubleshooting section of the manual shall detail how to efficiently isolate the failure on the Water Distributor. References to the appropriate paragraph in the maintenance section detailing repair procedures of the faulty component shall be provided.

C.5.3.1.4 Repair Parts and Special Tools List (RPSTL). The RPSTL shall be included as an appendix to the manual. The RPSTL shall be sufficient to identify the parts available and needed to maintain the Water Distributor. The RPSTL must illustrate all components and associated down parts as well as call out, describe, and identify by part number and commercial source each of the parts illustrated. The final RPSTL delivered under this contract shall be extracted from the contractor's database (LSAR RPSTL output) with the data formatted to ensure easy loading into the governments Commodity Command Standard System (CCSS) database.

C.5.3.1.5 Supplemental Information. The contractor shall provide supplemental data such as tables of content, indexes, Maintenance Allocation Chart (MAC), Components of End Item (COEI), Basic Issue Items (BII), Additional Authorization List (AAL), tools and the consumable supplies lists.

C.5.3.2 Vendor Manuals. Commercial off-the-Shelf (COTS) maintenance manuals of vendors to the contractor for major components will be acceptable. Vendor COTS manuals shall be free of copyright restrictions and be purged by the contractor of technical data not specifically required to support the hardware specifics of this contract. If a collection of vendor manuals is included, these manuals shall be assembled into one manual in a format that does not restrict easy access to information in a timely manner. All information contained in the manuals shall be in a logical sequence. The manual shall provide sufficient information to the user on how to use the manual.

C.5.3.3 TM Number Assignment. The Army Technical Manual number for the Water Distributor is TM10-3990-262-14&P. The contractor shall place the TM number on the front cover and title page and each page (front and back) of the manual.

C.5.3.4 Validation/Verification. The contractor shall validate the completeness and technical accuracy of 100% of the data newly developed under this contract. The contractor shall hands-on validate a selected number of tasks and procedures mutually agreed upon by the government and the contractor. This list of selected tasks shall be available NLT 30 Days prior to the start of validation. The contractor shall schedule and notify the Government 60 Days in advance of the validation in order to permit the government the opportunity to review the contractor's recommended validation task list and to exercise and prepare for their contractual right to witness and participate in the validation/verification. The validation/verification manuals shall be draft equipment publications in the format required by this contract and incorporating any changes resulting from the Logistics Demonstration. Changes resulting from the Validation/Verification shall be incorporated in the Final Draft Equipment Publications.

C.5.3.5 Delivery. Timely delivery of acceptable publications is essential for support of end items procured. If delivery is late or publications unacceptable, the Contracting Officer reserves the right to delay Government acceptance of the end item and delay testing until such time as acceptable publications are received and approved. All publications material will be delivered in quantities required by the applicable DD Form 1423 and transportation costs will be prepaid. Delivery will be made to Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-LC-CHH, Warren, Michigan, 48397-5000, unless notified otherwise. Packaging shall be adequate to assure delivery without damage. Material may be hand-carried by the contractor if so desired at contractor cost.

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C.5.4 Training.

C.5.4.1 Training requirements. The contractor shall provide technically qualified instructors, training and instructional material related to training courses for Government identified personnel on Operation and Maintenance for the Water Distributor.

C.5.4.2 Training Plan Outline and Training Material Deliverables.

C.5.4.2.1 Training Plan Outline (Program of Instruction - POI). The contractor shall prepare an outline (POI) that depicts the proposed training plan for the Water Distributor. The outline will emphasize all operator level tasks necessary to safely operate and perform PMCS on the Water Distributor during all types of operations. The contractor shall provide appropriate Manuals, Instructor Guides, and Student Guides, training aids and training materials to Support NET at all levels of Maintenance. Training materials will be developed utilizing MS Office products. Maintenance training shall include Organizational and those Direct Support tasks that are unique to the water distributor and are necessary to properly maintain the Water Distributor. The training plan shall be in contractor format. (DI-ILSS-80872, CDRL A014)

C.5.4.2.2 Instructor guides. The contractor shall prepare and deliver an instructor guide for both the operator and maintenance course. The instructor guide will include the course outline, training events listing, and illustrations supporting each of the lesson plans. Final Instructor Guide format will be reviewed and agreed to at the Start of Work meeting. (DI-ILSS-80872, CDRL A014)

C.5.4.2.3 Student guides. The contractor shall prepare and deliver a student guide for each student attending the operator and maintenance courses. Any ancillary training material used, i.e. charts, diagrams, schematics, worksheets, etc. shall be included as part of the student guide. Final Student Guide format will be agreed to at the Start of Work meeting. (DI-ILSS-80872, CDRL A014)

C.5.4.3 Training. The contractor shall price a complete training package in accordance with C.4.4 to accommodate additional testing. This option for training will be exercised no more than two times. The training will be presented to Government test personnel and/or IOT&E soldiers.

C.5.4.4 Training Materials, Format, Media, Deliveries. The contractor shall provide stand-alone training materials for each course. The training package shall contain the Program of Instruction (POI), Instructor Training Guide, Student Training Guide, and a PowerPoint Media package for the Operator/Operational course and Unit/DS/GS Maintenance course of instruction. The contractor shall provide the material in both hard copy and electronic digital format. MS Office products are the only software products used to develop the Operator and Maintenance Course. The contractor shall prepare and deliver two draft-training packages per course for review and approval by the Government, 90 days prior to start of PVT. The Government will review and return the training packages within 30 days of receipt. Updated approved training packages shall be delivered to the Government 30 days prior to PVT. Visual aids shall be used to enhance training and may consist of, but are not limited to, videos, wall charts, schematics, illustrations, pictures, drawings, components, and cutaways of components. (DI-ILSS-80872, CDRL A014). All tasks will be approved through the TACOM NET coordinators. All Training packages will be developed using MS Office 2000 Products (Word and Power point):

C.5.4.5 Computer Based Interactive Training(CBIT) Computer based interactive training (CBIT) will include the support of all lessons addressed in the POI. The CBIT will contain a minimum of four phases:

- Demonstration
- Performance
- Module by Module evaluation
- Retraining

During the CBIT, the contractor shall ensure that:

- During the performance phase, the student must interact with all modules of instruction.
- Will contain a student / login section.
- Must have the option to run stand alone or auto install.
- Developed using Tool Book Instructor 8.5
- No open scripting will be used. All effects will be developed utilizing the action editor in Tool Book Instructor 8.5.
- Story boards, Product Flow, Scripts and Background graphics will be provided to the NET coordinator (for approval) prior to development of all CBITs.

C.5.4.6 Production Verification Testing (PVT). The following courses shall be held to support production testing:

Level: Operator
Length (not to exceed): 40 Hours
Location: Aberdeen Test Center
Number of Classes: One (1)

Level: Maintenance

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Length (not to exceed): 40 Hours
 Location: Aberdeen Test Center
 Number of Classes: One (1)

C.5.4.7 Operational Testing and Evaluation (OT&E). The following courses shall be held to support operational testing:

Level: Operator
 Length (not to exceed): 40 Hours
 Location: To Be Determined (TBD)
 Number of Classes: TBD

Level: UNIT/DS/GS Maintenance
 Length (not to exceed): 40 Hours
 Location: TBD
 Number of Classes: TBD

C.5.4.8 TM Validation/Verification/Logistics Demonstration. The following courses shall be held to support TM Validation/Verification/Logistics Demonstration:

Level: Operator overview
 Length (not to exceed): 8 Hours
 Level: Maintenance Overview
 Length (not to exceed): 8 Hours

C.5.4.9 Instructor and Key Personnel Training IKP&T. The following courses shall be held to support IKP&T:

Level: Operator
 Length (not to exceed): 40 Hours
 Location: TBD
 Number of Classes: TBD

Level: UNIT/DS/GS Maintenance
 Length (not to exceed): 40 Hours
 Location TBD
 Number of classes: TBD

C.6 Transportability. The contractor shall provide a Transportability Report to support transportability release work by TACOM and MTMCTEA. The draft Transportability Report shall be delivered 120 DAC in contractor format. The final Transportability Report shall be delivered 210 DAC. (DI-PACK-80880B, CDRL A015)

C.7. Manpower and Personnel Integration (MANPRINT). The MANPRINT program shall include aspects of all seven domains (Manpower, Personnel, Training, Human Factors Engineering, System Safety, Health Hazard Assessment, and Soldier Survivability). The emphasis of MANPRINT shall be on: (1) early recognition and resolution of soldier operational, maintenance, and support issues; (2) system performance (effectiveness and availability) to include personnel performance; and (3) fielding of a system which meets the total operational and support unit requirements. The MANPRINT program shall be coordinated with AQ, ILS, RAM, System Engineering, Test and Evaluation, and LSA activities to achieve an integrated overall effort without duplication.

The contractor shall develop and implement a MANPRINT program. The program shall address effective total system performance and minimize life cycle cost by capitalizing on the soldier's capabilities, mitigating soldier limitations, and ensuring the system(s) requirements are met with the soldiers involvement.

C.7.1. Manpower, Personnel, and Training (MPT): The impact of fielding the system on the existing MPT structure shall be evaluated by the contractor and documented. All designs and modifications shall be analyzed to ensure maximum use of available MPT resources within the appointed unit. The contractor shall identify MPT shortfalls or issues and implement appropriate resolutions.

C.7.2. Human Factors Engineering (HFE). The contractor shall assure that the system design is consistent with the capabilities and limitations of the fully equipped soldier to operate, maintain, supply, and transport it in its operational environment, consistent with tactical requirements and logistical capabilities. The scope of the HFE analytic, design and test activities shall include compensation for the effects of personal equipment; clothing; protective gear; extremes of natural environment including atmospheric, degraded visibility, thermal, and terrain conditions as defined by system requirements; workload contingencies; and combat training scenarios for each deployment mode and intended duty cycle (normal, sustained, and emergency). The contractor shall evaluate the initial vehicles provided to assess capability to maximize system and human performance and combat effectiveness and identify any shortfalls and implement appropriate resolutions. The contractor shall identify HFE shortfalls or issues and implement appropriate resolutions. The contractor shall utilize MIL-HDBK 46855 as a guide for managing the HFE program.

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C.7.3 System Safety: See Section C.8, System Safety.

C.7.4. Soldier Survivability: The contract shall ensure that all Soldier survivability concerns, including reducing system-induced detectability, reducing fratricide, preventing attack, reducing potential threat-induced damage, reducing system induced soldier injury, and reducing system induced soldier fatigue, are met and verified by analyses, simulation, testing and evaluation. The contractor shall identify Soldier Survivability shortfalls or issues and implement appropriate resolutions.

C.8 System Safety

C.8.1 Safety Engineering

The contractor shall follow the guidance of MIL-STD 882C in establishing system design and operational procedures. The contractor shall integrate system safety engineering into the system design effort that shall consider, but not be limited to the following:

- a. Identifying hazards associated with the system by conducting safety analyses and hazard evaluations. Analysis shall include both operational and maintenance aspects of the vehicle along with potential interface problems with planned subsystems.
- b. Eliminating or reducing significant hazards by appropriate design or material selection.
- c. Controlling or minimizing hazards to personnel that cannot be avoided or eliminated.
- d. Locating equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards such as high temperature, chemical burns, electrical shock, cutting edges, sharp points, or concentrations of toxic fumes above established threshold limit values. All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel; shall be either enclosed or guarded. Protective devices shall not impair operational functions.
- e. Assuring that suitable warning and caution notes are included in instructions for operation, maintenance, assembly and repair and distinct markings placed on hazardous components of equipment.
- f. Ensuring that safety is considered for both operational and maintenance phases of the system.

C.8.2 System Safety Program (SSP)

- C.8.2.1 To assure the safety objectives are achieved, the contractor shall implement a System Safety Program.
- C.8.2.2 In addition to the requirements in C.8.2.1, the contractor shall attend System Safety Working group (SSWG) meetings to be conducted by the Government.

C.8.3 Hazard Identification

- C.8.3.1 Hazard Identification Reports (HIR). The contractor shall provide information concerning the status of identified hazards to the APM for the Water Distributor at each IPT meeting. As a minimum, the following information and supporting documentation shall be provided by the contractor for each hazard:
 - a. Description of each hazard, to include cause, possible effect, hazard category
 - b. Status of each hazard
 - c. Proposed corrective action

C.8.4 Safety Assessment Report (SAR)

- C.8.4.1 As a result of safety analyses, hazard evaluations, and any independent contractor testing, the contractor shall prepare a SAR. The safety assessment shall identify all safety features and issues of the system design, hardware, software, and inherent hazards. In addition, the SAR shall identify, justify, and establish special procedures and/or precautions to be observed by Government test agencies, contracted commercial test facilities, and military system users. The SAR shall be prepared in accordance with DI-SAFT-80102A, CDRL A016 using MIL-STD-882C.
- C.8.4.2 A draft SAR shall be submitted not less than 120 days prior to delivery of system and component hardware to the Government or its designated test sites for testing. The final SAR shall be submitted for approval not more than 30 days after the initial review and approval of draft by the Government.
- C.8.4.3 In the event the system is modified or procedural changes made after the final SAR is submitted, the contractor shall update

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the SAR to reflect those modifications or changes for the duration of the contract.

C.9 Radioactive Material. The use of radioactive material is specifically prohibited and shall not be utilized in the equipment supplied to the Government under this contract.

C.10 Health Hazard Assessment (HHA). The contractor shall prepare and deliver a HHAR. The HHAR shall identify health hazards and make recommendations concerning engineering controls, equipment, and/or protective procedures, to eliminate or reduce the associated risks to a level acceptable to the Government. Issues to be addressed within the report shall include but not be limited to:

- a. Noise.
- b. Toxic Gases.
 - (1) Carbon Monoxide.
 - (2) Ammonia.
 - (3) Oxides of nitrogen and sulfur.
 - (4) Acrolein.
- c. Toxic Chemicals.
- d. Ionizing or non-ionizing radiation.
- e. Heat and Cold. (to include heat stress)
- f. Shock and vibration to crew members.
- g. Address the chemicals identified in the Materiel Safety Data Sheets (MSDS) to be provided in the SAR. (see C.8.4)

C.10.1 The HHA report should be incorporated into or provided as an addendum to the SAR. (see C.8.4)

C.11 ENVIRONMENTAL

C.11.1 Hazardous Materials. The Contractor shall not use asbestos, cadmium, hexavalent chromium, Class I or Class II ozone-Depleting Substances, or other highly toxic or carcinogenic materials without Government approval. The contractor shall not use materials that are identified in the Registry of Toxic Effects of Chemical Substances, published by the National Institute for Occupational Safety and Health, as materials that will produce toxic effects via the respiratory tract, eye, skin or mouth. Moderately toxic materials may be used provided the design and control preclude personnel from being exposed to environments in excess of that specified in 29 CFR 1910, Occupational Safety and Heath Standards.

C.11.2 Hazardous Materials Management Report. The contractor shall prepare Hazardous Material Management Report which, at a minimum, shall identify all hazardous materials required for system production, and sustainment, and identify those hazardous materials/processes for which non-hazardous substitute materials/technologies may be available for implementation. This report shall be made available for review upon request of the Government and shall be briefed as part of program review meetings conducted between the contractor and the Government.

C.12 CONTRACTOR TECHNICAL ASSISTANCE.

C.12.1 The contractor shall provide up to 180 man-days of Water Distributor technical assistance. Contractor technical assistance shall include technical representation at the test sites, as required, during the test period. The contractor shall file a Technical Assistance Report with the government at the conclusion of each technical assistance activity. (DI-MISC-80508 CDRL A017)

C.12.2 The contractor shall make available all required personal statistics related to the representative(s) furnished under this provision, including documentary evidence such as birth certificates, social security numbers, or other data requested by the installation or area command where the services are to be performed. The contractor shall submit to the contracting officer for approval the name(s) and a statement of qualifications for the representative(s) performing the services. Government approval will include granting or denying security clearance for the person(s) named if required.

C.12.3 The contracting officer, at least ten (10) days (48 hours for emergency assistance) in advance of the date representatives are required, shall designate the times, installations, activities and areas where the services shall be performed. However, the contracting officer will not supervise or otherwise direct the activities of the representative. The actual instructions and itineraries for the field service representatives shall be provided by the Procuring Contracting Officer in writing to designate tasks.

C.12.4 Man-days of Service Definitions: A man-day of service includes any period during which a representative is delayed or prevented from performing any task, only if the delay or non-performance is the fault of the Government. A man-day of service includes the initial travel time from the

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contractor's facility to the site of work, for travel between sites of work and from the site of work to the contractor's facility. A man-day of service includes any time that the representative is preparing trip reports provided such preparation is performed at the site of work. The time involved in report preparation may be monitored and verified by the Government.

C.12.5 Invoices for reimbursement for services rendered shall carry the contractors certification of actual man-days of service performed. The invoices shall be forwarded to the contracting officer for verification of required payment.

C.12.6 In addition to payment for actual days worked, the government will pay for official U.S. holidays if it is necessary for the representative to be present on those days to complete the technical assistance assignment. The granting of vacation time off, holidays, other than official US holidays, sick and emergency leave is solely the responsibility of the contractor and shall not be paid for by the Government under the terms of this option. The Government is responsible for actual man-days of effort worked by any qualified contractor representative. It is immaterial whether the same representative completes an assignment, but the government will not pay additional travel costs or time if the contractor decides to rotate personnel during the course of an assignment.

C.13 Data Management. The contractor shall prepare technical data and reports as specified in the applicable Data Item Descriptions (DIDs), DD Form 1664. The data must provide all the specified information, in accordance with the quantities and schedules set forth in the Contract Data Requirements List (CDRLs) and DIDs. Tailored DIDs are provided as attachments in Section J. Standard DIDs may be found at <http://www.dodssp.daps.mil/assist.htm>.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

D.2 Packaging.

D.2.1 Each Water Distributor shall be processed in accordance with the contractor's commercial practice requirements. Each Water Distributor shall be capable of being loaded onto a common carrier without any major preparation unless otherwise specified. The contractor's procedures shall protect the system during shipment, handling, and temporary storage for up to 90 days from date shipped. Adequate protection and security must be given to equipment and components susceptible to loss or damage from pilferage, vandalism, vibration, corrosion, or other environmental deterioration, and any other conditions incidental to distribution of the system.

D.2.2 Basic Issue Items (BII) shall be preserved, packaged, and packed commercial in accordance with the contractors standard practice, and shall be placed into an approved wooden shipping container. Any removed Components of End Item (COEI) shall be preserved, packaged, and packed commercial in accordance with the contractors standard practice. The COEI shall be placed into an approved wooden shipping container packed separate from the BII. Strapping shall conform to ASTM D 3953 for both BII and COEI.

D.2.3 The contractor shall prepare, and provide with each Water Distributor, deprocessing instructions as necessary, to allow receiving personnel to place the system into full operating condition.

D.3 Marking.

D.3.1 Each Water Distributor shall be marked in accordance with MIL-STD-129N for shipments to the Department of Defense.

D.4 Preservation Instructions For Shipment.

D.4.1 Preservation. The Water Distributor and all associated items shall be free of dirt and other contaminants which would contribute to deterioration of the Water Distributor and/or the items or which would require cleaning prior to reassembly. Unprotected exterior metal surfaces of the Water Distributor and associated items susceptible to corrosion or deterioration shall be provided protection, such as contact preservative coatings.

D.4.2 Matchmarking. Parts removed from the items shall be matchmarked when necessary to facilitate reassembly. Removed bolts, nuts, screws, pins, washers, and similar components shall be placed in one of the mating parts and secured.

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4024 (TACOM)	SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS	APR/2000

(a) GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract or order, under the following conditions:

(1) You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:

(2) You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item you will be furnishing us meets the contract requirements.

(b) HOW TO SUBMIT A TEST-DELETION REQUEST.

(1) BEFORE CONTRACT AWARD - Submit your request along with your offer in response to our solicitation. Make sure that your offer includes an alternate price (that reflects how your offered price would change if we approve your request to delete the specified tests). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in the Schedule. No adjustments will be made to the price after contract award.

(2) AFTER CONTRACT AWARD - Send your request to the buyer identified on the face page of the contract within 45 days after contract award.

(3) ALL REQUESTS MUST -

- identify the test(s) you want deleted;
- state the basis for your request;
- include a list of configuration changes made;
- demonstrate that you meet the conditions in paragraph (a)(1) or (a)(2) of this clause; and
- include an alternate price per paragraph (b)(1) above, if you make your request prior to award; or
- include proposed amount of equitable adjustment, if you make your request after award.

(c) SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with such data if we ask for a copy.

(d) CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price. Any such negotiation will be conducted using the rules given in the CHANGES--FIXED PRICE clause, FAR 52.243-1.

[End of Clause]

E-4	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994
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We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____
(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT: _____
(Name)

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(Address) (City) (County) (State) (Zip)

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.242-4022 (TACOM)	DELIVERY SCHEDULE	MAY/2000

(a) DEFINITIONS:

- (1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.
- (2) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
- (3) DELIVERY is defined as follows:
 - (i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or
 - (ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(b) The Government's proposed delivery schedule is:

<u>CLIN</u>	<u>DAYS</u>	<u>QUANTITY</u>
0001AA	180	4 each
0001AA	180	5 each
0001AA	30	5 each
0001AA	30	5 each
0001AA	30	5 each
0001AA	30	5 each
0001AA	30	5 each
0001AA	30	2 each

(d) You can accelerate delivery at no cost to the Government.

(e) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.

(f) CONTRACTOR'S PROPOSED SCHEDULE:

- (1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.
- (2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

[End of Clause]

F-4	52.211-16	VARIATION IN QUANTITY	APR/1984
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

- _____ ZERO percent increase; and
- _____ ZERO percent decrease.

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(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-5 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT FEB/2002
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and

(2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-6 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR JAN/2001
(TACOM) ADDRESSES

Rail/ Motor <u>SPLC*</u>	MILSTRIP Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000

Name of Offeror or Contractor:

764538/	W67G23	Transportation Officer	Transportation Officer	Transportation Officer
764535		Tooele Army Depot, Warner, UT	Tooele Army Depot, Tooele, UT	Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

- New Cumberland Army Depot
- Red River Army Depot
- Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	52.232-16	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)	DEC/2002
H-2	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-6	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-7	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-9	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

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[End of Clause]

H-10 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-15	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-18	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-19	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-20	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-21	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-22	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-23	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-24	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-25	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-26	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-27	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-28	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-29	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-30	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-31	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-32	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-33	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-34	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-35	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-36	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-37	52.232-1	PAYMENTS	APR/1984
I-38	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-42	52.232-25	PROMPT PAYMENT	FEB/2002
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-44	52.233-1	DISPUTES	JUL/2002
I-45	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-46	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-47	52.242-13	BANKRUPTCY	JUL/1995
I-48	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-49	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-50	52.243-7	NOTIFICATION OF CHANGES	APR/1984

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I-51	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-52	52.248-1	VALUE ENGINEERING	FEB/2000
I-53	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-54	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-55	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-56	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-57	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-58	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-59	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-60	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-61	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-62	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-63	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-64	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-65	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-66	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-67	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-68	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-69	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-70	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-71	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-72	52.219-4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

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(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-73 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-74 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-75 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-76 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting

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from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-77	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
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- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
 - (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
 - (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
 - (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)
- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

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Name of Offeror or Contractor:

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

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(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-78	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENT LIST (CDRL) DD FORM 1423-E		009	
Attachment 001	PURCHASE DESCRIPTION FOR EEM WATER DISTRIBUTOR ATPD 2334	11-APR-2003	034	
Attachment 002	GOVERNMENT FURNISHED PROPERTY		001	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-3 (a)	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)	APR/2002

(1) The North American Industry Classification System (NAICS) code for this acquisition is -1- .

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not, a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It ☐ is, ☐ is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: _____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

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(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

K-4 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

[End of Provision]

K-5 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN APR/1991
FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K-6 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

(1) Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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(2) Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other:

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name: _____

TIN: _____

[End of Provision]

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(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it [] is a women-owned business concern.

[End of Provision]

K-8 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

[End of Provision]

K-9 52.207-4 ECONOMIC PURCHASE QUANTITY -- SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

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K-10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) ☐ are
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B,C) [Language removed]

(D) [Language removed]

(E) [Language removed]

(ii) [Language removed]

(iii) The Offeror

☐ has
☐ has not,

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K-11 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

☐ intends
☐ does not intend

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(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street Address, City, County, State, ZIP code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent.
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[End of Provision]

K-12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that--

- (a) It ☐ has
☐ has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

- (b) It ☐ has
☐ has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K-13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

- (a) It ☐ has developed and has on file,
☐ has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K-14 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/2000

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

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(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(The offeror is to check each block that is applicable.)

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

[End of Provision]

K-15 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency

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Name of Offeror or Contractor:

official authorized to act in that capacity (Federal official), as applicable; and

- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- [] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- [] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

- [] (4) Certificate of Interim Exemption. The offeror hereby certifies that

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

Name of Offeror or Contractor:

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- ☐ yes
- ☐ no

[End of Provision]

K-16252.225-7000BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATESEP/1999

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that-

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products	Line Item Number	Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products	Line Item Number	Country of Origin (If known)

[End of Provision]

K-17252.225-7003INFORMATION FOR DUTY-FREE ENTRY EVALUATIONMAR/1998

(a) Does the offeror propose to furnish-

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

- ☐ Yes

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Name of Offeror or Contractor:

[] No

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

[] Yes
[] No

(2) Has the duty on such foreign supplies been paid?

[] Yes
[] No

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

[End of Provision]

K-18 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

- [] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- [] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-19 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

[End of Provision]

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K-20	52.215-4010 (TACOM)	AUTHORIZED NEGOTIATORS	JAN/1998
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Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE			
	<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>

[End of Provision]

K-21	52.223-4002 (TACOM)	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	DEC/1993
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(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in

Name of Offeror or Contractor:

subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

- (1) During our review of the specification or technical data package in this solicitation, we--
- ☐ have
 ☐ have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

- (2) Further, in our review of the specification or technical data package in this solicitation, we--
- ☐ have
 ☐ have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

- One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.
- The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

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Name of Offeror or Contractor:

K-22 52.245-4004 REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE JAN/1991
(TACOM)

The offeror represents that there:

- ☐ is
☐ is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

- ☐ will
☐ will not
☐ may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

[End of Provision]

K-23 52.247-4010 TRANSPORTATION DATA FOR F.O.B. ORIGIN OFFERS FEB/1994
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

- (1) Facilities for shipping by rail

- ☐ are
☐ are not

available at the F.O.B. point(s) stated in this solicitation.

- (2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

_____ (NAME) _____ (LOCATION)

- (3) Facilities for shipping by water

- ☐ are
☐ are not

available at the F.O.B. point(s) stated in this solicitation.

- (4) Facilities for shipping by motor

- ☐ are
☐ are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL: _____/Unit MOTOR: _____/Unit WATER: _____ /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT

Name of Offeror or Contractor:

OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

K-24	52.247-4011	F.O.B. POINT	SEP/1978
	(TACOM)		

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: _____
(City) (State) (ZIP) (County)

(2) Subcontractor's Plant: _____
(City) (State) (ZIP) (County)

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II) (OCT 1997)	MAY/2001
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-7	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-8	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-9	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-10	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

[End of Provision]

L-11	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command ATTN: AMSTA-AQ, Associate Deputy for Contracting (Protest Coordinator) Warren, MI 48397-5000	or	HQ, Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001 Facsimile number (703) 617-5680/617-4999 Voice number (703) 617-8176
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The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-12	52.233-4001 (TACOM)	HQ-AMC LEVEL PROTEST PROCEDURES	MAY/2000
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(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest

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Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

- (b) Agency Protest: An AMC Protest may be filed with either, but not both:
 - (1) The contracting officer designated in the solicitation for resolution of protests, or,
 - (2) HQ, AMC at the address designated below.

- (c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

- (d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

- (e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

- (f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
 Office of Command Counsel
 ATTN: AMCCC-PL
 5001 Eisenhower Ave.
 Alexandria, VA 22333-0001

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
<http://www.amc.army.mil/amc/cc/protest.html>

- (2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

- (3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

- (4) The written decision will be binding on the Army Materiel Command and its contracting activities.

- (5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

- (1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

- (2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:
 - contract performance will be in the best interests of the United States; or
 - urgent and compelling circumstances that significantly affect the interests of the United States will not permit

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waiting for a decision from the HQ, AMC Protest Decision Authority.

- (i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:
- (1) terminate the contract;
 - (2) re-compete the requirement;
 - (3) issue a new solicitation;
 - (4) refrain from exercising options under the contract;
 - (5) award a contract consistent with statute and regulation;
 - (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
 - (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-13	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	APR/2000
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(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
- (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
- (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

- (1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
- (3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

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[End of Provision]

L-14 52.211-4054 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES MAR/1989
(TACOM)

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

[End of Provision]

L-15 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES DEC/2002
(TACOM) (NON-US POSTAL SERVICE MAIL)

(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-AQ-AMAD
East 11 Mile Road
Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-16 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-17 52.215-4850 ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION MAR/2003
(TACOM)

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your

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electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE (Compression): The above formats may be submitted in compressed form using Winzip*. Self-extracting files are not acceptable. Check with the buyer before using any product other than Winzip for file compression.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Use the file compression described in the NOTE in paragraph (a) above. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

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- (c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.
- (d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.
- (e) Electronic offers must include, as a minimum:
- (1) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).
- (2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.
- (3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.
- (4) Any other information required by the solicitation.
- (f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.
- (g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

L-18	52.219-4003	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS	JUN/1997
	(TACOM)		

- (a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.
- (b) PTACs provide their clients with...
- marketing advice
 - information on sales opportunities and partnering prospects
 - help with preparing offers
 - matching your firm's services and products to Government requirements
 - copies of Government specifications (sometimes for a fee)
 - post-award guidance
 - referrals to other business assistance resources
 - newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs
- (c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

[End of Provision]

L-19	52.233-4000	NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM	AUG/1999
	(TACOM)		

- (a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication

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avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

Voice Phone: (703)-617-8176
Fax Phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

L.18 Proposal Preparation Instructions and Content

a. The proposal shall be submitted electronically in the format and quantities set forth below. All proposals shall be in English (American Standard) language. All proposals shall be in U.S. dollars. In preparing proposals, the offeror shall cross-reference their response within each section of the proposal to the pertinent evaluation criteria in Section M. Where a proposal would become duplicative of a response already given, it shall reference and not restate the same information. Each section of the proposal shall be separable to facilitate review by the Government. Your proposal shall include all information specified and address all requirements outlined in Section L.

b. The offerors proposal/offer as required by this section shall be evaluated as set forth in Section M of this solicitation.

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c. The proposal shall be submitted in five separate volumes/electronic folders. The volumes/electronic proposals shall be clearly labeled as:

VOLUME NO.	CONTENTS	NUMBER OF COPIES
Vol. I	Certification/Representations	3 Electronic copies (3 CD's)
Vol. II	Technical Area Proposal	3 Electronic copies (3 CD's)
Vol. III	Past Performance Proposal	3 Electronic copies (3 CD's)
Vol. IV	Price/Cost Area Proposal	3 Electronic copies (3 CD's)
Vol. V	Small Business Participation Proposal	3 Electronic copies (3 CD's)

d. Volumes II, III, and V shall utilize the Windows 6.0/95 (or higher) version of Microsoft Word or compatible software. Volume IV (Price Area Proposal) shall use Microsoft Excel (Version 5 or higher) on CD-ROM. All volumes shall be appropriately labeled.

L.19 Volume I Certifications/Representations:
(3 Electronic copies)

In this volume offerors will provide:

a. One copy of SF 33 signed by a person authorized to sign proposals, quotations or proposals on behalf of the offeror. Include completed fill-ins of SF 33 blocks 12, 13, 15A, 15B, 16, 17, and 18.

b. One copy of this solicitation (Sections A-K) with all fill-ins completed

c. A list of any exceptions the offeror takes to any term, condition or requirement contained in the solicitation and the basis for each exception.

L. 20 Volume II Technical Area:
(3 Electronic copies)

L.20.1 The offeror shall detail its proposed approach to meeting the below requirements of the Purchase Description. If providing a modified commercial item, provide substantiating data, which should include, commercial literature, test data, historical information, analytical support, supporting rationale, and/or design documentation, supporting conformance of the below specified paragraphs to the Purchase Description. In the event the offeror proposes a newly designed product, identify all design activity necessary to meet the performance requirements identified below and provide any available substantiating data (analytical data, supporting rationale, related test data, and/or design documentation) which supports that the designed Water Distributor will meet Purchase Description requirements. The offerors proposal shall address achievement of the following Purchase Description requirements:

a. Water Tank: Provide supporting information (test data, structural analyses, analytical information, etc.) to show that your proposed design of the Water Distributor tank is capable of meeting the requirements of ATPD 2334, paragraph 3.7.1, 3.7.1.1 through 3.7.1.4. The water tank, in accordance with NFPA 414 and NFPA 1901, shall have a minimum rated capacity of 1750 gallons with a desired capacity of 2,000 gallons. In accordance with ATPD paragraph 3.4.7, the tank shall be fabricated from materials that are compatible with each other and inherently corrosion resistant or treated to provide against corrosion and deterioration during storage and operational conditions that the item is expected to experience.

b. Commonality: Provide supporting information (test data, structural analyses, analytical information, etc.) to show that your proposed design of the Water Distributor will have commonality with the Tactical Fire Fighting Truck (TFFT) in accordance with ATPD 2334, paragraph 3.2. Unless otherwise specified, commonality of parts shall be maintained to the maximum extent possible with the Tactical Fire Fighting Truck (TFFT) ATPD 2249 to provide ease of use and maintenance. Specifically, the control panel (ATPD 2334, paragraphs 3.4.7, 3.4.7.1 and 3.4.7.2), pump assembly (ATPD 2334, paragraphs 3.7.2, 3.7.2.1, and 3.7.2.7), power source (ATPD 2334, paragraphs 3.7.2.3, 3.7.2.4, and 3.7.2.6), hose reel (ATPD 2334, paragraph 3.6.10.3), and water cannon (ATPD 2334 paragraph 3.7.6) will be evaluated for their degree of commonality to the TFFT.

c. Compatibility: Provide supporting information (test data, structural analysis, etc) to show that the Water Distributor interfaces with its transport equipment, the HEMTT-LHS, PLS Truck and PLST, as required in ATPD 2334, paragraphs 3.5 and 3.5.1. Show that the Water Distributor conforms dimensionally to the ISO requirements as described in ATPD 2334, paragraph 3.5.2.

d. Rail Impact Testing: Provide supporting information (test results, structural analysis, etc.) to show that your proposed design of the Water Distributor, meets the requirements of ATPD paragraphs 3.9, 3.9.1, 3.9.3, and 3.9.3.1 and that when tested in accordance with ATPD 2334, Appendix D, will pass the following rail impact tests, without deformation, when empty:

1. Heavy Expanded Mobility Tactical Truck (HEMTT-LHS) Transport ATPD 2334, paragraph 3.9.3: Provide supporting information (test results, structural analysis) to show that your proposed design of the structural frame, end structure and hinge, tiedowns, rail transport pin holes, and German Industrial Standards - Deutsches Institute Fur Normung E.V. (DIN) 30722 locks shall, without

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deformation, pass the HEMTT-LHS Transport rail impact test with the Water Distributor carried both on (1) a HEMTT-LHS truck and (2) a PLS trailer. Rail transport pins shall be used during the HEMTT- LHS truck and PLS trailer tests.

2. Water Distributor Rail Transport ATPD 2334, paragraph 3.9.3.1: Provide supporting information (test results, structural analysis, etc.) to show that your proposed design of the Water Distributor's structural frame, end structure and hinge, tiedowns, and ISO locks will, without deformation, pass the Rail Transport impact test with the Water Distributor loaded directly on a railcar.

e. Freeze Prevention: The offeror shall provide supporting information (calculations, analytical information, etc.) to show how your proposed design incorporates a cold weather kit to prevent freezing down to -25 degrees F in accordance with ATPD 2334, paragraph 3.6.5.

L.21 Volume IV Price Area:
(3 Electronic copies)

The Price Area will include the prices for all CLINs set forth in Section B. All prices, as well as any pricing information provided as a result of these instructions, shall be in U.S. dollars. Also provide the basis for establishing the proposed prices, including any offered discounts, established catalogs, price lists, or other verifiable and established records that are regularly maintained by the vendor, and are published or, otherwise available for customer inspection. The above information is intended to establish the reasonableness of the offerors proposed price.

L.22 Volume III Past Performance Area:
(3 Electronic copies)

Offerors are required to submit Past Performance and Small Business Utilization information required below within 20 days after release of solicitation.

(a) Provide information for your recent, relevant contracts, and those of your proposed major or critical subcontractors, including Federal, State and local government and private industry contracts. Recent contracts are those with any performance taking place approximately within three (3) years previous to the date of solicitation issuance. Relevant contracts are those, which are similar in scope to the requirements of this solicitation. Commercial contracts may be included. Each past contract does not have to meet all of the requirements below to be considered relevant, but we are especially interested in the following information on contracts you submit in accordance with this Area:

- *Familiarity with NFPA standards.
- *Maintaining ISO dimensions during the entire manufacturing process
- *Controlling tight tolerances and flatness with the use of certified inspection fixtures

(b) Provide the following for each prior Contract (both prime and significant subcontractors. Significant subcontractors are subcontractors, exclusive of raw material or component suppliers, whose total work contribution exceeds 10% of the total proposed price). For each prime contract, or subcontract identified by the offeror as being recent/relevant to the instant effort, provide the following:

(1) Identify in specific detail why or how you consider the historical contract effort to be relevant or similar to the approach you propose to meet the requirements of this solicitation. Provide a description of the scope of work requirements and a discussion of similarities between the contract scope you are reporting and the scope of this solicitation.

(2) Identify your (and any partners or significant subcontractors) CAGE and DUNS number.

(3) Government or commercial contracting activity technical representative, address, telephone number, fax number and E-mail address.

(4) If a U.S. Government contract, Procuring Contracting Officer and Administrative Contracting Officer name, address, telephone number, fax number and E-mail address. If not a U.S. Government contract, the equivalent information for foreign Government or commercial contracts.

(5) Contract Number.

(6) Contract Type.

(7) Award Price.

(8) Production Quantities and rate of production.

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(9) Overall dates of contract performance.

(10) Identification of Customer.

(11) Final, or projected final, Price.

(12) Original contract delivery schedule requirements.

(13) Final, or projected final requirements.

(14) Provide a self-assessment of your (and any significant subcontractors) performance under each contract identified. Provide a brief narrative explanation that describes the objectives achieved to date on each contract. If it is a U.S. Government contract, the offeror shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action taken by the offeror or significant subcontractor. The self assessment shall address (1) the technical/quality of the services provided; (2) conformance to schedule; and (3) the extent to which you have achieved customer satisfaction. All schedule delays, quality problems, labor problems and facility problems experienced on these contracts shall be disclosed and fully explained. The offeror shall demonstrate how it was able to resolve (or why it could not resolve) special or unexplained problems as well as difficulties in meeting performance parameters. The offeror shall identify whether any changes were negotiated which relieved the offeror from the scope of any of the originally awarded contract work.

L.22.1 Cancellations or Terminations. Identify any recent contracts (in the last 3 years) which have been terminated or cancelled for any reason, in whole or in part, to include those currently in the process of termination and those not similar to the proposed effort. Include prime contracts, contracts under which you were a subcontractor and any of your major subcontractors' contracts. Provide the information requested above for any of these contracts. If there were no terminations or cancellations, please state that. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

L.22.2 Corporate Entities. If any contract was performed by a corporate entity or division other than the corporate entity or division that would perform the work under this solicitation, please identify them and indicate to what extent those entities will perform work under this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities or equipment, from those expected to perform this effort.

L.22.3 Key Personnel. If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this contract performance and who have had significant and similar responsibilities in conjunction with recent, relevant contracts or subcontracts with a previous employer, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these key personnel, their roles and responsibilities for their previous employer and their roles and responsibilities as planned for the current solicitation requirement. Also provide similar information to that identified in L.21 (b)(1)-(15) above, for the recent, relevant contracts of the predecessor company.

L.22.4 Predecessor Company. Likewise, if you or a significant subcontractor have relevant and recent performance history only as part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information identified in L.2 (b)(1)-(14) above and the paragraphs addressing "Cancellations or Terminations" and "Corporate Entities" for those recent, relevant contracts of that predecessor company.

We may use data you provide and data we gather independently from other sources to evaluate past performance. Since we may not interview all the sources you provide, it is incumbent upon you to explain all the data you provide. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with the offerors. We may assign a higher risk rating to your proposal or reject your proposal if it does not contain the information requested.

L.23 Volume V Small Business Utilization Area:
(3 Electronic copies)

All offerors who have performed a contract which included FAR 52.219-8 within 3 years of the date of release of this RFP shall provide information substantiating compliance with the requirements of FAR 52.219-8. (Note: Virtually all Federal Government Contracts include FAR 52.219-8) Substantiation may consist of:

- (a) a description of any methods or techniques used to promote small business participation through subcontracting; and/or
- (b) any listings of U.S. small business concerns who are subcontracting candidates; and/or
- (c) a description of the internal procedures used to foster and/or monitor participation by small business subcontractors during contract performance; and/or
- (d) any information substantiating prior compliance with the requirements of FAR 52.219-8; and/or
- (e) identification of actual supplies/services to be subcontracted to U.S. small business concerns, on the instant action, to include the name and type of small firm (SB, SDB, WOSB, VOSB, HUBZ/SB, and/or HBCU/MI) receiving the subcontract

If the offeror has not performed a contract, which included FAR 52.219-8 within the past three years, the offeror shall so state.

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*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
M-3	52.247-47	EVALUATION--F.O.B. ORIGIN	APR/1984
M-4	52.247-49	DESTINATION UNKNOWN	APR/1984

For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows: Eldorado, Ks

Ft. Hood, Tx

Rainell, Wv

Fort Riley, Ks

Pascagoula, Ms

[End of Provision]

M-5	52.247-4001 (TACOM)	METHOD OF EVALUATION OF TRANSPORTATION FOR F.O.B. ORIGIN OFFERS	MAR/2002
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For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and

- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and

- for the Government selected method of shipment, and

- based upon the following freight classification:

UFC:	6000	ITEM:	93340
NMFC:	100	ITEM:	190190

[End of Provision]

M-6	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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(a) We'll award a contract to the offeror that:

(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified in Section M, and

(2) submits a bid or proposal that meets all the material requirements of this solicitation, and

(3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

(1) arrange a visit to your plant and perform a preaward survey;

(2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

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Name of Offeror or Contractor:

M-7	52.217-4003	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998
	(TACOM)		

(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

[End of Provision]

M-8	52.247-4015	EVALUATION OF TRANSPORTATION COSTS FOR OPTIONS (F.O.B. ORIGIN)	MAR/2002
	(TACOM)		

(a) We will compute and identify transportation costs pertaining to the option quantity identified in Section B of the solicitation in the same manner as we calculated the cost for the basic quantity.

(b) Where only one basic quantity destination is identified, we will base our evaluation of transportation costs for the option quantity to that destination. Where two or more basic quantity destinations are identified, we will evaluate the option using the same ratio as the basic quantity.

[End of Provision]

SECTION M-6 General:

The Government plans to award a single contract for the Water Distributor subject to the provisions contained herein. However, the Government reserves the right to make no award as a result of this solicitation if, upon evaluation, none of the proposals are deemed to meet the technical requirements at an acceptable level of risk or price. The evaluation of proposals submitted in response to this solicitation will be conducted on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government. The Government will weigh the evaluated proposal (other than the Price Area) against the evaluated price to the Government. As part of the tradeoff determination, the relative advantages and/or disadvantages of each proposal will be considered in selecting the offer that represents the best overall value to the Government.

M.7 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD
TACOM 52.209-4011

The Government will award a contract to the offeror that:

- (1) represents the best value to the Government, and
- (2) submits a proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- (1) arrange a visit to your plant and perform a necessary pre-award survey or
- (2) ask you to provide financial, technical, production, or managerial background information.

If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible.

If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for our team to review.

M.8 SOURCE SELECTION PROCESS AND BASIS FOR AWARD:

The award of one contract for the Water Distributor will be made to that offeror whose proposal is most advantageous and represents the best overall value to the Government. The evaluation will be conducted on four evaluation areas (Technical, Price, Past Performance, and Small Business Utilization). The relative order of importance of the four Areas is detailed below in paragraph M.13.

M.8.1 Evaluation Guidance/Process:

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Name of Offeror or Contractor:

M.8.1.1 Selection of the successful offeror will be made following an assessment of each proposal against the solicitation requirements and the criteria below. The criteria contained herein will be used to evaluate and assess the information provided by the offerors in response to the information called for in Section L of the RFP.

M.8.1.2 Any proposal which is unrealistic in terms of technical proposal, schedule commitments, or Price, will be judged either as exhibiting a lack of competence or failure to comprehend the Governments requirements and may be so evaluated and rated, or rejected for such reasons. Furthermore, any significant inconsistency between proposed Technical, Past Performance and Small Business Utilization Area performance, and the Price Area, if unexplained, may be grounds for rejection of the proposal due to an offerors misunderstanding of the work required or an inability to perform any resultant contract. The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the offeror's proposal.

M.8.1.3 The Price Area and non-Price Areas of each proposal will be evaluated. However, the closer the offerors' evaluations are in the non-Price Areas, the more significant the Area of Price becomes in the decision. Notwithstanding the fact that price is approximately equal in importance to the technical area, it may become a controlling factor when:

- (1) two or more proposals are otherwise considered equal;
- (2) an otherwise superior proposal is unaffordable; or
- (3) the advantages of a higher rated, higher priced proposal are not considered to be worth the cost premium.

M.8.1.4 Proposal Risks. Proposal Risks are those risks associated with an offerors proposed approach in meeting the Government Requirements. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Technical Area, Price Area, and a portion of the Small Business Utilization Area.

M.8.1.5 Performance Risks. Performance Risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by that offerors record of past and current performance. Performance risk will be assessed by the Source Selection Evaluation Board (SSEB) in the Past Performance element and in a portion of the Small Business Utilization Area.

M.8.1.6 Determination of Responsibility. Per FAR 9.103, contracts will be placed only with contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104.1 and FAR 9.104-3(b). In addition, the Government may assess the offerors financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an offeror who cannot satisfy the Governments requirements as set forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$100,000 per performance period or if the subcontracted work is critical to the whole) to aid the PCO in the evaluation of each offerors proposal and ensure that a selected contractor is responsible. The SSEB will consider the results of any such Pre-Award Surveys in the selection decision. No award can be made to an offeror who has been determined to be not responsible by the Contracting Officer.

M.8.1.7 Rejection of Offers: The Government may reject any proposal which:

- a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFPs requirements due to submission of a proposal which is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained significant inconsistency between the proposed effort and Price, which implies the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.
- d. Fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation.

M.8.1.8 Evaluation Process: Government Subject Matter Experts will evaluate Proposals submitted in response to this solicitation. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Area and Element. The Government reserves the right to reject offers, in accordance with M.12.1.7 above, without evaluation.

M.9 Evaluation Criteria

The award of one contract for the Water Distributor shall be made to that offeror whose proposal is most advantageous and represents the best overall value to the Government, based upon the following evaluation criteria

- a. Proposals will be evaluated in four (4) evaluation Areas, as follows:

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Name of Offeror or Contractor:

- (1) Technical
- (2) Price
- (3) Past Performance
- (4) Small Business Utilization

b. The Areas of Technical and Price are approximately equal in importance and are significantly more important, on an individual basis, than the Area of Past Performance. The Area of Past Performance is more important than the Area of Small Business Utilization. Non-price areas when combined are significantly more important than price.

M.10 Technical Area

M.10.1 The Technical Area will assess the proposal risk probability that the offeror will satisfy the requirements of the Purchase Description, including those proposal risks related to design/development activity. Specifically, the Government will evaluate the following Purchase Description paragraphs:

- a. Water Tank - ATPD 2334, Para 3.7.1
- b. Commonality - ATPD 2334, Para 3.2 and ATPD 2249
- c. Compatibility - ATPD 2334, Para 3.5, ATPD 2304 and ATPD 2141
- d. Rail Impact Testing - ATPD 2334, Para 3.9, 3.9.1, 3.9.3, 3.9.3.1, Appendix D
 - HEMTT LHS Transport - ATPD 2334, Para 3.9.3
 - Water Distributor Rail Transport - ATPD 2334, Para 3.9.3.1
- e. Freeze Prevention - ATPD 2334, Para 3.6.5

M.11 Price Area

M.11.1 The Price Area evaluation will consider the total evaluated price to the Government. The assessment of total evaluated price will include consideration of the reasonableness of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business.

M.11.2 For evaluation purposes, the Government price assessment will be based on the sum of the following:

- a. The total price for CLIN 0001AA, Production Quantity.
- b. The total price for CLIN 0002AA, Separately Priced Option.
- c. The total price for CLIN 0003AA, PVT Test Support (C.3.8.7)
- d. The total price for CLIN 0004AA, Support for Follow-on Production Test (FPT).
- e. The total price for CLIN 0005AA, Training.
- f. The total price for CLIN 0006AA, Technical Manuals.
- g. The transportation costs will be added to the total evaluated price. For evaluation purposes the transportation cost evaluation will include the Government's estimate of the associated transportation cost of shipping the Water Distributors from the FOB origin point to the assumed final destinations cited in Section M provision Method of Evaluation of Transportation for FOB Origin Offers (Clause 52.247-4001).

M.12 Past Performance Area.

The area of Past Performance will be evaluated as follows:

- a) The assessment of Past Performance will be based on the offerors and significant subcontractors current and past record of contract performance of contracts performed within the last 3 years, as it relates to the probability that the offeror will successfully accomplish the required effort. When addressing performance risk, the Government will focus its inquiry on the offerors and major subcontractors' record of performance as related to program requirements including (1) technical, (2) delivery, and (3) business relations.
- b) Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating, which reflects elevated performance risk. Offerors without a record of relevant Past Performance upon which to base a meaningful performance risk prediction, will be rated as "Unknown Risk", which is neither favorable nor unfavorable.
- c) In evaluating each offerors performance history, the Government will look at the offerors delivery performance and that of any significant subcontractors against the contracts original delivery schedule, unless the delay was Government caused. Schedule

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extensions that were the fault of the offeror or a proposed subcontractors fault, even if consideration was provided, will be counted against the offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

d) Additionally, the offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the offeror.

e) A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal.

M.13 Small Business Utilization Area.

The area of Small Business Utilization will be a risk assessment of the probability the offeror will comply with the requirements of FAR 52-219-8, as evidenced by the offerors:

- (a) management practices and approach to award of subcontracts to small firms; or
- (b) past performance history of complying with FAR 52.219-8.

For all offerors, an evaluation of performance over the past three calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business and Small Disadvantaged Business Concerns. If the offeror has not performed a contract within the past three years that included FAR 52.219-8, the offeror will be rated as Unknown, which is neither favorable nor unfavorable.

*** END OF NARRATIVE M 001 ***

GOVERNMENT FURNISHED PROPERTY (GFE)

PLS Truck

HEMTT-LHS

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SECTION A - SUPPLEMENTAL INFORMATION

AUTO	AS7909	TACOM	01-DEC-2002	DISCLOSURE OF UNIT PRICE INFORMATION
AUTO	AS7311	52.204-4016 (TACOM)	01-MAR-2001	TACOM-WARREN ELECTRONIC CONTRACTING
AUTO/CHANGE	AS7007	52.204-4232 (TACOM)	01-DEC-2002	PUBLIC ACTIVITY INVOLVEMENT

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

[End of Notice]

AUTO	AS7316	52.214-4003 (TACOM)	01-MAR-1998	ALL OR NONE
AUTO	AS7854	52.215-4854 (TACOM)	01-JUL-2002	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CHANGED	CS6005	52.204-4003 (TACOM)	01-MAY-2000	START OF WORK MEETING
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The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within -1- days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

AUTO/CHANGE	CS6444	52.211-4053 (TACOM)	01-MAR-2000	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
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(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

SECTION D - PACKAGING AND MARKING

AUTO	DS7111	52.247-4016 (TACOM)	01-JUL-2002	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS
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SECTION E - INSPECTION AND ACCEPTANCE

AUTO	EF0195	52.246-2	01-AUG-1996	INSPECTION OF SUPPLIES--FIXED-PRICE
AUTO	EF0181	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES
ADDED	ES7341	52.246-4024 (TACOM)	01-APR-2000	SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS
ADDED	ES7001	52.246-4028 (TACOM)	01-FEB-1994	INSPECTION POINT: ORIGIN

SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF0023	52.242-15	01-AUG-1989	STOP-WORK ORDER
AUTO	FF0001	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
AUTO/CHANGE	FS6051	52.242-4022 (TACOM)	01-MAY-2000	DELIVERY SCHEDULE

(a) DEFINITIONS:(1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.(2) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.(3) DELIVERY is defined as follows:(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(b) The Government's proposed delivery schedule is:

<u>CLIN</u>	<u>DAYS</u>	<u>QUANTITY</u>
0001AA	180	4 each
0001AA	180	5 each
0001AA	30	5 each
0001AA	30	5 each
0001AA	30	5 each
0001AA	30	5 each
0001AA	30	5 each
0001AA	30	2 each

(d) You can accelerate delivery at no cost to the Government.

(e) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.

(f) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

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[End of Clause]

AUTO	FF7030	52.211-16	01-APR-1984	VARIATION IN QUANTITY
ADDED	FS7446	52.247-4005 (TACOM)	01-FEB-2002	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT
AUTO	FS7003	52.247-4017 (TACOM)	01-JAN-2001	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED	HF0021	52.232-16	01-DEC-2002	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)
ADDED	HA0802	252.203-7002	01-DEC-1991	DISPLAY OF DOD HOTLINE POSTER
AUTO	HA0804	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO	HA0853	252.225-7001	01-MAR-1998	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
AUTO	HA0830	252.225-7002	01-DEC-1991	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
AUTO	HA0818	252.225-7009	01-AUG-2000	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)
AUTO	HA0873	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO	HA0871	252.246-7000	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT
AUTO	HS7101	52.204-4005 (TACOM)	01-DEC-2002	REQUIRED USE OF ELECTRONIC CONTRACTING
AUTO	HS7301	52.246-4026 (TACOM)	01-MAR-2002	LOCAL ADDRESSES FOR DD FORM 250

SECTION I - CONTRACT CLAUSES

AUTO	IF0001	52.202-1	01-DEC-2001	DEFINITIONS
AUTO	IF0004	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF0005	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
AUTO	IF0165	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF0008	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
AUTO	IF0314	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0723	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0023	52.203-12	01-JUN-1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF0772	52.204-4	01-AUG-2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
AUTO	IF0964	52.209-6	01-JUL-1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0015	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
AUTO	IF0022	52.215-2	01-JUN-1999	AUDIT AND RECORDS - NEGOTIATIONS

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AUTO	IF0276	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
AUTO	IF0831	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES
ADDED	IF0280	52.219-6	01-JUL-1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
AUTO	IF0069	52.219-8	01-OCT-2000	UTILIZATION OF SMALL BUSINESS CONCERNS
AUTO	IF0070	52.219-9	01-JAN-2002	SMALL BUSINESS SUBCONTRACTING PLAN
AUTO	IF0777	52.219-16	01-JAN-1999	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
AUTO	IF0076	52.222-1	01-FEB-1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
AUTO	IF0445	52.222-19	01-SEP-2002	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
AUTO	IF0081	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO	IF0992	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
AUTO	IF0082	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
AUTO	IF0085	52.222-35	01-DEC-2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
AUTO	IF0087	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF0088	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
AUTO	IF0295	52.223-6	01-MAY-2001	DRUG FREE WORKPLACE
AUTO	IF0512	52.223-14	01-OCT-2000	TOXIC CHEMICAL RELEASE REPORTING
AUTO	IF0098	52.225-13	01-JUL-2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
AUTO	IF0062	52.226-1	01-JUN-2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
AUTO	IF0333	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
AUTO	IF0334	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
AUTO	IF0109	52.229-3	01-JAN-1991	FEDERAL, STATE, AND LOCAL TAXES
AUTO	IF0111	52.229-5	01-APR-1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
AUTO	IF0113	52.230-2	01-APR-1998	COST ACCOUNTING STANDARDS
AUTO	IF0114	52.230-6	01-NOV-1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
AUTO	IF0118	52.232-1	01-APR-1984	PAYMENTS
AUTO	IF0123	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF0127	52.232-11	01-APR-1984	EXTRAS
AUTO	IF0128	52.232-17	01-JUN-1996	INTEREST
AUTO	IF0133	52.232-23	01-JAN-1986	ASSIGNMENT OF CLAIMS
AUTO	IF0362	52.232-25	01-FEB-2002	PROMPT PAYMENT
AUTO	IF0703	52.232-33	01-MAY-1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION

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AUTO	IF0136	52.233-1	01-JUL-2002	DISPUTES
AUTO	IF0349	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
AUTO	IF0146	52.242-12	01-JUL-1995	REPORT OF SHIPMENT (REPSHIP)
AUTO	IF0142	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF0147	52.243-1	01-AUG-1987	CHANGES--FIXED-PRICE
ADDED	IF0160	52.243-6	01-APR-1984	CHANGE ORDER ACCOUNTING
AUTO	IF0161	52.243-7	01-APR-1984	NOTIFICATION OF CHANGES
AUTO	IF0226	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
AUTO	IF0231	52.248-1	01-FEB-2000	VALUE ENGINEERING
AUTO	IF0241	52.249-2	01-SEP-1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF0250	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
AUTO	IF0651	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
AUTO	IA0280	252.203-7001	01-MAR-1999	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES
AUTO	IA0821	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO	IA0893	252.209-7000	01-NOV-1995	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
AUTO	IA0222	252.209-7004	01-MAR-1998	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
AUTO	IA0015	252.211-7005	01-FEB-2003	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
AUTO	IA0897	252.215-7000	01-DEC-1991	PRICING ADJUSTMENTS
AUTO	IA0872	252.219-7003	01-APR-1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
AUTO	IA0828	252.225-7012	01-FEB-2003	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
AUTO	IA0885	252.225-7014	01-MAR-1998	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)
AUTO	IA0829	252.225-7016	01-DEC-2000	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
AUTO	IA0852	252.225-7025	01-JUN-1997	RESTRICTION ON ACQUISITION OF FORGINGS
AUTO	IA0812	252.225-7026	01-JUN-2000	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
AUTO	IA0654	252.225-7031	01-JUN-1992	SECONDARY ARAB BOYCOTT OF ISRAEL
AUTO	IA0111	252.226-7001	01-SEP-2001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
AUTO	IA0818	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA0408	252.244-7000	01-MAR-2000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)
AUTO	IF7990	52.219-4	01-JAN-1999	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS

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AUTO/CHANGE IF7405 52.223-11 01-MAY-2001 OZONE-DEPLETING SUBSTANCES

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

AUTO	IF7238	52.244-6	01-MAY-2002	SUBCONTRACTS FOR COMMERCIAL ITEMS
AUTO	IF7262	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
AUTO	IA7622	252.204-7004	01-NOV-2001	REQUIRED CENTRAL CONTRACTOR REGISTRATION
AUTO	IA7807	252.247-7023	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA
AUTO	IS7002	52.204-4009 (TACOM)	01-JUN-1999	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO	KF0238	52.222-38	01-DEC-2001	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
AUTO	KA0221	252.209-7001	01-MAR-1998	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
AUTO/CHANGE	KF6230	52.219-1	01-APR-2002	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is -1- .

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not, a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this

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provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It ☐ is, ☐ is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: _____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

AUTO	KF7100	52.203-2	01-APR-1985	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
AUTO	KF7223	52.203-11	01-APR-1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	KF7070	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION
AUTO	KF7730	52.204-5	01-MAY-1999	WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS
AUTO	KF7733	52.204-6	01-JUN-1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AUTO	KF7095	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY -- SUPPLIES
AUTO	KF7400	52.209-5	01-DEC-2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AUTO	KF7009	52.215-6	01-OCT-1997	PLACE OF PERFORMANCE
AUTO	KF7016	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
AUTO	KF7017	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE
AUTO	KF7511	52.223-13	01-OCT-2000	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
AUTO	KF7025	52.230-1	01-JUN-2000	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
AUTO	KA7850	252.225-7000	01-SEP-1999	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
AUTO	KA7800	252.225-7003	01-MAR-1998	INFORMATION FOR DUTY-FREE ENTRY EVALUATION
AUTO	KA7806	252.247-7022	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
AUTO	KS7413	52.204-4007 (TACOM)	01-MAR-2001	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE
AUTO	KS7008	52.215-4010 (TACOM)	01-JAN-1998	AUTHORIZED NEGOTIATORS
AUTO	KS7151	52.223-4002 (TACOM)	01-DEC-1993	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
AUTO	KS7279	52.245-4004 (TACOM)	01-JAN-1991	REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE

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CHANGED KS7002 52.247-4010 01-FEB-1994 TRANSPORTATION DATA FOR F.O.B. ORIGIN OFFERS
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

[] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

(NAME)

(LOCATION)

(3) Facilities for shipping by water

[] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

[] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:_____/Unit MOTOR:_____/Unit WATER:_____/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

CHANGED KS7003 52.247-4011 01-SEP-1978 F.O.B. POINT
(TACOM)

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: _____
(City) (State) (ZIP) (County)

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(2) Subcontractor's Plant: _____
 (City) (State) (ZIP) (County)

[End of Provision]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF0104	52.211-2	01-DEC-1999	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L
AUTO	LF0106	52.211-14	01-SEP-1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
AUTO	LF0009	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
AUTO	LF0114	52.214-35	01-APR-1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
AUTO	LF0019	52.215-1	01-MAY-2001	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II) (OCT 1997)
AUTO	LF0040	52.222-24	01-FEB-1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
ADDED	LF0043	52.232-13	01-APR-1984	NOTICE OF PROGRESS PAYMENTS
AUTO	LA0842	252.204-7001	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
AUTO	LA0010	252.209-7003	01-MAR-1998	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
AUTO	LF7611	52.216-1	01-APR-1984	TYPE OF CONTRACT
AUTO	LF7300	52.233-2	01-AUG-1996	SERVICE OF PROTEST
AUTO	LM7015	52.233-4001 (TACOM)	01-MAY-2000	HQ-AMC LEVEL PROTEST PROCEDURES
AUTO	LS7830	52.211-4047 (TACOM)	01-APR-2000	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)
ADDED	LS7327	52.211-4054 (TACOM)	01-MAR-1989	PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES
AUTO	LS7001	52.215-4003 (TACOM)	01-DEC-2002	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)
AUTO	LS7006	52.215-4404	01-MAY-2002	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY
AUTO	LS7850	52.215-4850 (TACOM)	01-MAR-2003	ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION
AUTO	LS7011	52.219-4003 (TACOM)	01-JUN-1997	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS
AUTO	LS7040	52.233-4000 (TACOM)	01-AUG-1999	NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM

SECTION M - EVALUATION FACTORS FOR AWARD

ADDED	MF0004	52.217-5	01-JUL-1990	EVALUATION OF OPTIONS
ADDED	MF0051	52.247-46	01-APR-1984	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS

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ADDED	MF0052	52.247-47	01-APR-1984	EVALUATION--F.O.B. ORIGIN
CHANGED	MF6009	52.247-49	01-APR-1984	DESTINATION UNKNOWN

For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows: Eldorado, Ks

Ft. Hood, Tx
 Rainell, Wv
 Fort Riley, Ks
 Pascagoula, Ms

[End of Provision]

CHANGED	MS6003	52.247-4001	01-MAR-2002	METHOD OF EVALUATION OF TRANSPORTATION FOR F.O.B. ORIGIN OFFERS (TACOM)
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For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and
- for the Government selected method of shipment, and
- based upon the following freight classification:

UFC:	6000	ITEM:	93340
NMFC:	100	ITEM:	190190

[End of Provision]

AUTO	MS7311	52.209-4011	01-JAN-2001	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD (TACOM)
ADDED	MS7060	52.217-4003	01-FEB-1998	EVALUATION OF INCOMPLETE OPTION PRICING (TACOM)
CHANGED	MS7320	52.247-4015	01-MAR-2002	EVALUATION OF TRANSPORTATION COSTS FOR OPTIONS (F.O.B. ORIGIN) (TACOM)

(a) We will compute and identify transportation costs pertaining to the option quantity identified in Section B of the solicitation in the same manner as we calculated the cost for the basic quantity.

(b) Where only one basic quantity destination is identified, we will base our evaluation of transportation costs for the option quantity to that destination. Where two or more basic quantity destinations are identified, we will evaluate the option using the same ratio as the basic quantity.

[End of Provision]